

DEAKIN ESTATE 'WIN A \$250 BIG4 VOUCHER'
TERMS & CONDITIONS CONSUMER PROMOTION

1. Information on how to enter and prizes form part of these terms and conditions. Participation in this promotion is deemed acceptance of these terms and conditions.
2. Entry is open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, Participating Outlets (as defined below) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex spouse, de facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.
3. Promotion commences on 13/09/2021 and final entries close at 11.59pm AEST on 18/12/21 ("Promotional Period"). The weekly draw(s) will take place at 1283 Brayne Road, Griffith each Monday from 27/09/2021 at 10am (local time) until 19/12/21. The Promoter's decision is final and no correspondence will be entered into.
4. To be eligible to enter, individuals must purchase any (Participating product) 2 x 750ml bottles from
 - a. Deakin Estate wine range

From a Participating retail Outlet (defined below) during the Promotional Period.
A "Participating Outlet" is any retail bottleshop outlet in Australia that stocks the Participating Product and displays material advertising this promotion.
5. To enter, individuals must then undertake the following steps during the Promotional Period:
 - a) Visit www.deakineststae.com.au
 - b) Follow the prompts to the competition entry page and input the requested details (including their full name, address including State/Territory and Postcode, a valid email address, date of birth and contact number); and then
 - c) Submit the fully completed on line entry form by proceeding to email a copy of their proof of purchase in a receipt format. The Promoter is not responsible if an entrant's mobile device/desktop is not sufficiently capable for the purposes of submitting the entry on line.
6. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. All purchase receipt(s) must clearly identify the outlet of purchase (which must be a Participating Outlet), the product purchased (which must be a Participating Product) and the date of purchase (which must be during the Promotional Period and prior to the on line entry).

7. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Multiple entries permitted, subject to the following:
 - (a) One (1) entry is permitted per Participating Product as outlined in point 4; which states that the participant must purchase two bottles of Deakin Estate Wine from a participating retail outlet.
 - (b) Each entry must be submitted separately and in accordance with entry requirements and (c) A maximum of three (3) entries are permitted per person per day.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. Entries will be recorded and drawn by game of chance. There will be one (1) draw conducted for eligible entries received Nationally. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email within two (2) business days of the draw and their names will be announced on line at www.deakinestate.com.au each Monday from 27/09/2021. The Promoter's decision is final and no correspondence will be entered into.
13. The first one (1) valid and correct entries drawn each week will each win a \$250 Voucher from BIG4 valued at \$250
14. Total prize pool value is \$3,000.
15. Any travel, taxes and/or surcharges, and additional costs are not included in the prize and are at the Prize Winner's own expense and responsibility.
16. The winner must take responsibility for the voucher and treat it like cash. The promoting parties, Deakin Estate, Calabria Family Wines and BIG4 take no responsibility for misplaced or damaged cards, once provided to the winner.
17. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity and age) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

19. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission.

20. Entries received will be considered final by the Promoter. Incomplete and indecipherable entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.

21. The Promoter's decision is final in all matters relating to this promotion and no correspondence will be entered into.

22. Subject to the unclaimed prize draw clause, if for any reason whatsoever a prize winner does not redeem the Prize by the reasonable time stipulated by the Promoter, then the Prize will be forfeited by the prize winner and cash will not be awarded in lieu.

23. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to any written directions from a regulatory authority.

24. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.

25. If required, an unclaimed prize draw may take place on 19th December 2021 at the same time and place as the original draw, subject to any directions from a regulatory authority and the winner will be announced on the website on the 19th December 2021. Winners will be notified in writing by email within 2 days.

26. As a condition of entering this promotion, an entrant consents to, in the event they are the winner, the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are the winner, the entrant will participate in all reasonable promotional activities in relation to the promotion as requested by the Promoter and its agents.

27. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au.

28. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these terms and conditions would contravene any statute or cause any part of these terms and conditions to be void ("Non Excludable Guarantees"). Subject to the limitations in the preceding sentence, the Promoter excludes from these

terms and conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any tax implications; (e) any variation in reward value to that stated in these terms and conditions; (f) any tax liability incurred by a successful claimant or entrant and/ or (g) the Prize or use of the Prize.

29. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and for any purpose required under Australian lottery legislation or any other regulatory authority. Entry is conditional on providing this information. Unless otherwise advised, the Promoter may also use the information for promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the HR Officer, Jane Huxley at: jhulkey@calabriawines.com.au or (02) 69690800. All entries become the property of the Promoter.

30. In the case of the intervention of any outside agent or event which naturally changes the result of prevents or hinder its determination, including but not limited to vandalism, power failures, tempests, natural disasters acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions subject to state legislation.

31. The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy. Participation in the promotion is subjected to relevant liquor legislation in each applicable State or Territory, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Government's information site for alcohol at www.alcohol.gov.au.

32. The Promoter is Calabria Family Wines Pty. Limited of 1283 Brayne Road, NSW Griffith 2680 (ABN 73 074 534 295) of PO Box 546, Griffith NSW 2680. Telephone: (02) 69690800.