

Grant Burge Bottle stand GWP Promotion Terms and Conditions

Promoter	Accolade Wines Australia Limited (ACN 008 273 907), Reynell Road, Reynella SA 5161.
Entry Restrictions	Open only to Australian residents aged 18 or over except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies, companies or participating outlets associated with this offer.
Offer Period	12:00am AEST on 01/05/2021 to 11:59pm AEST on 05/07/2021 or until gift stocks are exhausted (whichever occurs sooner).
Outlets	Participating in 500 BWS Liquor outlets in Australia
Entry Method	During the Offer Period, claimants must purchase a 750ml bottle of participating wine (Eligible Purchase) for off premise consumption from any participating Outlet to receive a gift, while stocks last. Participating wines are any Grant Burge 750ml bottle excluding Classic Collection range & Sparkling
Gift Details	Each gift is a bottle stand valued at \$20.00
Entry Limits	Claimants may claim as many times as they wish, provided that each entry is based on a separate Eligible Purchase and separate receipt.
Retain Receipt Requirements	Claimants must retain their original receipt to verify each claim.
Claimant Notification	Successful claimants will be notified in person

- 1 Information regarding gifts and how to claim forms part of these conditions. By participating in this offer, claimants accept these conditions.
- 2 The offer will be conducted during the Offer Period.
- 3 If relevant, claimants who have submitted an online claim form will receive a return online notification confirming whether or not their claim has been successful and whether they will receive a gift. By participating in this offer, claimants consent to receiving this electronic message.
- 4 Claims must be received during the Offer Period (or such other date as is specified in these conditions). Claims are deemed to be received at the time they are received by the Promoter and not at the time of submission by the claimant. Failure of a claimant to provide their original receipt(s) (as per any Retain Receipt Requirements) (without alteration) to the Promoter upon request may, at the Promoter's discretion, result in an invalid claim (and, at the Promoter's discretion, in all of the claimant's claims being invalid). The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Claimants who enter using multiple email addresses or aliases may be disqualified. If applicable, consumers are responsible for their own costs associated with accessing the Internet. Automatically generated claims will not be accepted. If claims must be submitted on a claim form, only original claim forms will be accepted. Claim forms and promotional vouchers from any other offer are not valid for this offer.

- 5 The gifts are as stated in the Gift Details. All gifts are subject to any additional conditions specified by the Promoter and/or gift suppliers, including any periods of validity where relevant.
- 6 Gift recipients will be notified in accordance with the Claimant Notification.
- 7 Claimants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the receipt of any gift, free of charge, and they consent to the Promoter using their name and image in promotional material.
- 8 The Promoter and/or each Outlet may require claimants to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's and/or Outlet's discretion.
- 9 If a claim is deemed not to comply with these terms and conditions, the claim will be discarded.
- 10 The Promoter may, in its sole discretion, disqualify all claims from, and prohibit further participation in this offer by, any person who tampers with or benefits from any tampering with the claim process or with the operation of the offer or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this offer, is contrary to law or is otherwise inappropriate.
- 11 The Promoter's decision is final and no correspondence will be entered into.
- 12 The gifts are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in gift value. If a gift or any element of a gift is unavailable for any reason, the Promoter may substitute for that gift or element of that gift another item of equal or higher value as determined by the Promoter.
- 13 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including, without limitation, allergies, skin conditions or other reactions), illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this offer or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
- 14 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to gifts or be liable for any damage that occurs to gifts whilst they are displayed on premise at an Outlet. Delivery of gifts (where included as part of the offer) is within Australia only.
- 15 The Promoter may communicate or advertise this offer using Facebook. However, the offer is in no way sponsored, endorsed or administered by, or associated with, Facebook. Claimants are providing their information to the Promoter and not to Facebook. Each claimant completely releases Facebook from any and all liability.
- 16 If for any reason any aspect of this offer is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the offer, or invalidate any affected claims.
- 17 The Promoter is not liable for any tax implications arising from the receipt of gifts. Independent financial advice should be sought. Where this offer involves, for GST purposes, supplies being made for non-monetary consideration, claimants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

- 18 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at http://www.nhmrc.gov.au/files_nhmrc/file/publications/synopses/ds10-alcohol.pdf. Entry and continued participation in this offer is subject to each Outlet's liquor serving policy.
- 19 All claims will be the property of the Promoter. The information claimants provide will be used by the Promoter for the purpose of conducting this offer. The Promoter may collect claimants' personal information (including through its contractors or agents) or disclose claimants' personal information to its contractors and agents to assist in conducting this offer or communicating with claimants. Each claimant consents to the storage of their personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting the claimant via electronic messaging (and claimants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility). Claimants can update their personal information or request access to the personal information the Promoter holds about them by contacting the Promoter. All correspondence should be to the attention of the Privacy Officer. A copy of the Promoter's privacy policy can be obtained from the Promoter or from the Promoter's website at www.accolade-wines.com and contains information about:
- a) how claimants can seek access to the personal information the Promoter holds about them and seek the correction of such information;
 - b) how claimants can complain about a privacy breach and how the Promoter will deal with such a complaint; and
 - c) whether claimants' personal information the Promoter holds will be provided to overseas companies, and if so, which countries those companies are located.