

## Devil's Corner Lost Shipment 2021 Promotion

### Terms and Conditions

<b>Promoter</b>	Brown Brothers Milawa Vineyard Pty Limited t/as Devil's Corner (ABN 56 005 349 235), 9 Clifton Street, Richmond Victoria 3121, Australia.
<b>Competition Period</b>	12.01am (AEDT) on 08/03/2021 to 11.59pm (AEST) on 30/05/2021.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Where will the competition run?</b>	The competition will run in participating liquor licensed outlets which are stocking specially marked products ( <b>Outlets</b> ) in Australia.  The Outlets include the online stores of participating Outlets.
<b>Website</b>	<a href="http://www.thelostshipment.com.au">www.thelostshipment.com.au</a>
<b>Qualifying Purchase</b>	A specially marked 750ml bottle of Devil's Corner Pinot Noir, Sparkling Cuvée NV, Riesling, Chardonnay or Sauvignon Blanc from an Outlet.
<b>Entry instructions</b>	To enter, you must, during the Competition Period after making a Qualifying Purchase from an Outlet and collecting your itemised purchase receipt: (a) locate and scan the bottle or QR code with your smart phone on the Qualifying Purchase product; and (b) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, selecting the Outlet Group where you made your Qualifying Purchase, providing all other requested information and selecting 1 of 3 crates on the screen to see if you have provisionally won an instant prize.  If you have not won an instant prize you will be entered automatically into the second chance draw, so keep your receipt.  All entries will be automatically entered into the major draw and any person who made their Qualifying Purchase at an IBA Outlet (Cellarbrations, The Bottle-O, Big Bargain, Porters or IGA Liquor) will be automatically entered into the IBA draw.  Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
<b>How are instant win prizes awarded?</b>	There are up to 16,250 instant win prizes available to be awarded based on pre-determined winning moments during the Competition Period selected by a computerised random system at Blackhawk Network, Level 1, 534 Church Street, Cremorne, VIC 3121 ( <b>Blackhawk</b> ).  You will get a return online message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your prize.
<b>How many winners will there be and how will they be chosen?</b>	There will be up to 16,502 winners determined in respect of this competition – up to 16,250 instant winners and 252 prize draw winners (1 major prize, 1 IBA prize and 250 minor prizes).  There will be two draws conducted, one for all entries received drawing the major prize and minor prizes and one for entries received only at IBA Outlets for the IBA major prize.  The draws will be held commencing at 12pm (AEST) on 31/05/2021 at Blackhawk.

	<p><b>Draw for all entries</b></p> <p>The first valid entry drawn randomly from the entries received during the Competition Period (including any previous winning entries) will win a major prize. The next 250 valid entries randomly drawn will win a minor prize. All draw prizes will be awarded in descending order of value.</p> <p><b>IBA draw</b></p> <p>The first valid entry drawn randomly from the entries received as a result of Qualifying Purchases made in IBA Outlets during the Competition Period (including any previous winning entries) will win the IBA major prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>																						
<p><b>What can I win?</b></p>	<p>There are up to 16,502 prizes available – up to 16,250 instant win prizes and 252 draw prizes.</p> <p><b>Instant win prizes</b></p> <p>The instant win prizes available are as follows:</p> <table border="1" data-bbox="432 712 1385 1178"> <thead> <tr> <th>Total number available</th> <th>Prize</th> <th>Value (each)</th> <th>Total value</th> </tr> </thead> <tbody> <tr> <td>16,250</td> <td>\$20 retailer gift card.  Available retailers: Coles Group voucher (physical card), Digital Dan Murphy's voucher via Prezzy, Digital BWS voucher via Prezzy, Virtual VISA Card or Mobile MasterCard.</td> <td>\$20</td> <td>\$325,000</td> </tr> </tbody> </table> <p>Voucher awarded based on the Outlet the Qualifying Purchase was made from (as per Qualifying Purchase receipt uploaded upon entry) if applicable, otherwise winner will receive a Virtual VISA / Mobile Mastercard.</p> <p>Instant prize winners will receive a gift card to be used at their Outlet of purchase, as follows:</p> <table border="1" data-bbox="432 1346 1385 1688"> <thead> <tr> <th>Outlet of purchase</th> <th>Gift Card</th> </tr> </thead> <tbody> <tr> <td>Liquorland</td> <td>Coles Group gift card</td> </tr> <tr> <td>First Choice Liquor Market</td> <td>Coles Group gift card</td> </tr> <tr> <td>Vintage Cellars</td> <td>Coles Group gift card</td> </tr> <tr> <td>Dan Murphy's</td> <td>Dan Murphy's digital voucher</td> </tr> <tr> <td>BWS</td> <td>BWS digital voucher</td> </tr> <tr> <td>IBA Outlets, LMG Outlets, Brown Brothers, Cellar Door and Other Retailers</td> <td>Virtual VISA card or Mobile Mastercard</td> </tr> </tbody> </table> <p>Instant win prizes will be sent to the winner's nominated email address/residential address provided with their entry within 30 days of being notified of winning their prize.</p> <p>There is a limit of 3 instant win prizes per person (except for SA residents).</p> <p><b>Draw prizes</b></p> <p>There are 252 draw prizes, 1 major prize, 1 IBA prize and 250 minor prizes available as follows:</p> <ul style="list-style-type: none"> <li> <p><b>Major prize for all entries</b></p> <p>The major prize for all entries is a trip to Pumphouse Point, Lake St Clair Tasmania for the winner and 3 adult companions (on a date to be agreed with</p> </li> </ul>	Total number available	Prize	Value (each)	Total value	16,250	\$20 retailer gift card.  Available retailers: Coles Group voucher (physical card), Digital Dan Murphy's voucher via Prezzy, Digital BWS voucher via Prezzy, Virtual VISA Card or Mobile MasterCard.	\$20	\$325,000	Outlet of purchase	Gift Card	Liquorland	Coles Group gift card	First Choice Liquor Market	Coles Group gift card	Vintage Cellars	Coles Group gift card	Dan Murphy's	Dan Murphy's digital voucher	BWS	BWS digital voucher	IBA Outlets, LMG Outlets, Brown Brothers, Cellar Door and Other Retailers	Virtual VISA card or Mobile Mastercard
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	<p>the Promoter and Pumphouse Point) for 4 nights, valued up to \$22,813, depending on the winner's point of departure. Blackout dates are 21/12/2021 – 20/01/2022 and 15/04/2022 – 21/04/2022.</p> <p>Check-in is only available on Fridays or Sundays.</p> <p>This prize is subject to further terms and conditions available at <a href="http://pumphousepoint.com.au/terms-conditions">pumphousepoint.com.au/terms-conditions</a>, <a href="http://overdrivecarhire.com.au/terms-conditions">overdrivecarhire.com.au/terms-conditions</a>, <a href="http://www.macq01.com.au/terms-of-service">www.macq01.com.au/terms-of-service</a> and <a href="http://tasmanianairtours.com.au/cancellation-policy">tasmanianairtours.com.au/cancellation-policy</a>.</p> <p>See "Travel prize" section below for further prize details.</p> <ul style="list-style-type: none"> <li>• <b>IBA prize</b> The IBA prize is a \$5,000 HomeCamp Camping Package.</li> <li>• <b>Minor prizes</b> Minor prizes are as follows: <ul style="list-style-type: none"> <li>○ 50 x Henty CoPilot BackPack Canvas Bags valued at \$379 each; and</li> <li>○ 200 x \$270 Blundstone Voucher (valid for 1 x pair of Blundstone footwear).</li> </ul> </li> </ul>
<b>Travel prize</b>	<p>If you win the major prize, your prize will be a trip for you and 3 adult companions to Pumphouse Point, Lake St Clair Tasmania which includes the following for you and your companion:</p> <ol style="list-style-type: none"> <li>(a) return economy airfares (including airfare taxes) from your nearest Australian capital city to Tasmania and return transfers between Hobart airport and the accommodation (flights and transfers are not included if you live in the destination state/territory, and if so, the details of the meeting destination will be agreed with the Promoter at the time of the booking);</li> <li>(b) 4 nights' accommodation in a minimum 2 star hotel (as determined by the Promoter);</li> <li>(c) meals and beverages, as determined by the Promoter;</li> <li>(d) e-bike hire and rowboat use;</li> <li>(e) scenic helicopter flight from Hobart to Devil's Corner over the spectacular East Coast of Tasmania;</li> <li>(f) a day at Devil's Corner Cellar Door;</li> <li>(g) helicopter flight transfer from Devil's Corner to Pumphouse Point;</li> <li>(h) self-drive use of luxury car hire for duration of stay plus for the journey back to Hobart (subject to availability); and</li> <li>(i) \$1,000 spending money for the winner only.</li> </ol> <p>By accepting or participating in any prize, your companions accept these Terms and Conditions.</p>
<b>Total prize pool</b>	<p>The total instant prize pool is up to \$325,000.</p> <p>The total draw prize pool is \$100,763.</p> <p>The overall total prize pool is up to \$425,763.</p>
<b>How many times can I enter?</b>	<p>You can enter up to 10 times throughout the Competition Period and be awarded a maximum of 3 instant win prizes per person throughout the entire promotional period (excluding SA residents), provided you only enter once per Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
<b>How and when will the winners be informed?</b>	<p>All provisional instant winners will be notified on-screen and post validation in writing by email within two (2) business days of determination. Major winners will also be contacted via phone.</p> <p>The major winners will have their name and state/territory of residence published on the Website on 01/06/2021 for a period of 28 days.</p>
<b>Proof of purchase</b>	<p>You must keep original itemised purchase receipt(s) as proof of purchase for all entries.</p>

	<p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Second chance draw</b>	<p>If you are not an instant winner, you will receive an automatic entry into the second chance draw.</p> <p>If any instant win prize valued over \$20 is un-won or not claimed by the end of the Competition Period, a second chance draw will be held at 12pm (AEST) on 31/05/2021 at Blackhawk.</p> <p>Each un-won or unclaimed instant win prize valued over \$20 will be distributed to the next valid entry that (if possible) has not already won an un-won or unclaimed prize randomly drawn in descending order of value until all un-won and unclaimed prizes valued over \$20 are awarded. Any winner/s will be informed in writing by email within two days of determination.</p> <p>For the avoidance of doubt, any instant win \$20 retail gift card that is un-won or not claimed by the end of the Competition Period will not be included in the second chance draw or unclaimed prize draw and will be forfeited from the prize pool.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 12pm (AEST) on 01/09/2021</p> <p><b>Unclaimed prize determination:</b> 12pm (AEST) on 02/09/2021 at Blackhawk.</p> <p>If any Major or Minor prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants who (if possible) have not already won an unclaimed prize. Any winner/s will be informed in writing by email within two days of determination. Any major winner/s will also be contacted by phone.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on the Website on 02/10/2021.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you and (if applicable) your companion/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion/s consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion/s' personal information directly or through the Promoter's agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="http://blackhawknetwork.com.au/privacy-policy">blackhawknetwork.com.au/privacy-policy</a>. The Promoter will use your/your companion/s' personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data or to hold and use for fraud prevention purposes.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.devilscorner.com.au/privacy-policy">www.devilscorner.com.au/privacy-policy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Responsible drinking</b>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu">https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu</a>. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-">https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-</a></p>

	<a href="#">promotion-guidelines.pdf</a> . Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.
<b>Permit numbers</b>	Authorised under: ACT Permit No. TP 20/01892 SA Licence No. T20/1664 NSW Authority No. TP/00036

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
  - (b) booking and availability of flights, accommodation and events;
  - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
  - (d) travel dates and specified travel exclusion periods;
  - (e) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked; and
  - (f) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

### General

- 7 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 9 If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 10 You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

- 11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 12 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 13 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 14 If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 15 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 16 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 17 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 18 If publication will take place, by entering, you request that your full address not be published.
- 19 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 20 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 21 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.

## Liability

- 22 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 23 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition

or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

- 24 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 25 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.