

## Pepperjack Barbeques Galore Promotion

### Terms and Conditions

<b>Promoter</b>	Treasury Wine Estates Australia Limited (ABN 78 145 321 320), 58-82 Queensbridge Street, Southbank Vic 3006.
<b>Offer Periods</b>	<p><b>Purchase Period:</b> 12.01am (AEDT) 01/11/18 to 11.59pm (AEDT) 28/02/19</p> <p><b>Registration Period:</b> 12.01am (AEDT) 01/11/18 to 11.59pm (AEDT) 14/03/19</p> <p><b>Claim Period:</b> 12.01am (AEDT) 01/11/18 to 11.59pm (AEDT) 28/03/19</p>
<b>Who can claim?</b>	Only Australian residents who are aged 18 or over.
<b>Where will the competition run?</b>	The offer will run in all liquor licensed outlets which are stocking Qualifying Purchase products ( <b>Outlets</b> ) in Australia, including online.
<b>Website</b>	<a href="https://pepperjack.com.au/barbequesgalore">https://pepperjack.com.au/barbequesgalore</a>
<b>Qualifying Purchase</b>	<p>Two Pepperjack products (see list below) in one transaction from an Outlet for off premise consumption.</p> <p>You must make this Qualifying Purchase during the Purchase Period, and collect your itemised purchase receipt.</p> <p>Pepperjack Certified Shiraz Cab 750ml</p> <p>Pepperjack Graded Collection Lc Shiraz 750ml</p> <p>Pepperjack Graded Collection Mcv Shiraz 750ml</p> <p>Pepperjack Premium Cut Cab Shiraz 750ml</p> <p>Pepperjack Shiraz 750ml</p> <p>Pepperjack Cab Sauv 750ml</p> <p>Pepperjack Gsm 750ml</p> <p>Pepperjack Red Blend 750ml</p> <p>Pepperjack Shiraz Sparkling 750ml</p>
<b>Instructions</b>	<p>You must, during the Registration Period, after you have made a Qualifying Purchase:</p> <p>(a) visit the Website; and</p> <p>(b) if it is your first Qualifying Purchase, follow the instructions to create an account and record your Qualifying Purchase including by uploading an image of your Qualifying Purchase receipt;</p> <p style="text-align: center;">OR</p> <p>(c) for each subsequent Qualifying Purchase, log-in to your account and follow the instructions to record your Qualifying Purchase including by uploading an image of your Qualifying Purchase receipt.</p> <p>You can record up to 10 Qualifying Purchases during the Registration Period in accordance with the above, provided you only record once per Qualifying Purchase and each is recorded separately in accordance with these Terms and Conditions. If you make several Qualifying Purchases in one transaction on the same receipt, you can record each Qualifying Purchase separately, provided you follow the instructions above to record each Qualifying Purchase and upload the receipt multiple separate times.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must comprise a Qualifying Purchase) and the date of purchase (which must be during the Purchase Period before you recorded your Qualifying Purchase).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.</p> <p>All claims submitted will be verified by a representative of the Promoter. Within seven (7) business days of submitting your claim, you will receive an email notifying you whether your claim has been deemed valid or invalid.</p>

<p><b>What do I receive and how do I receive it?</b></p>	<p>Each valid Qualifying Purchase recorded in your account in accordance with the above will entitle you to a \$10 Barbeques Galore voucher, subject to these Terms and Conditions. Your \$10 Barbeques Galore vouchers can accrue, up to a total voucher value of \$100.</p> <p>You can only redeem your Barbeques Galore voucher once, so you should wait until you have finished recording Qualifying Purchases in your account (up to a maximum of 10) before redeeming your voucher.</p> <p>Once you are ready to redeem your Barbeques Galore voucher, you must, during the Claim Period, follow the instructions in your account to redeem your Barbeques Galore voucher.</p> <p>Once you have redeemed your Barbeques Galore voucher, you can no longer record Qualifying Purchases or participate further in this offer.</p> <p>You will receive your Barbeques Galore voucher via email within two business days of your claim being deemed valid. You can use it in person or online at <a href="http://www.barbequesgalore.com.au">www.barbequesgalore.com.au</a>.</p> <p>Barbeques Galore vouchers are subject to the following terms and conditions:</p> <ul style="list-style-type: none"> <li>(a) Vouchers are not transferrable and are not redeemable for cash.</li> <li>(b) Voucher is valid for a period of three (3) months from the date of issue. Any unused balance on expiry of the voucher will not be refunded, credited or given as cash.</li> <li>(c) Limit applies of one (1) Barbeques Galore voucher per transaction.</li> <li>(d) Voucher cannot be used for payment of credit or retailer accounts.</li> <li>(e) Voucher will not be replaced, refunded or redeemable if defaced, mutilated, altered, lost or stolen.</li> <li>(f) Purchases exceeding available voucher balance will require the difference to be paid by another method.</li> </ul> <p>Vouchers are subject to the terms and conditions of Barbeques Galore (Aust) Pty Ltd (ABN 93 001 354 454). The Promoter is not responsible or liable for any loss, damage or injury suffered by any claimant as a result of the conduct of Barbeques Galore (Aust) Pty Ltd or otherwise as a result of the claimant accepting and/or using a voucher, except for any loss, damage or injury which is due to the negligence or wilful misconduct of the Promoter or which otherwise cannot be excluded by law.</p>
<p><b>How many times can I participate?</b></p>	<p>You can record up to 10 Qualifying Purchases during the Registration Period, provided you only record once per Qualifying Purchase, each is recorded separately, and all are in accordance with these Terms and Conditions. If you make several Qualifying Purchases in one transaction on the same receipt, you can record each Qualifying Purchase separately, provided you follow the instructions in these Terms and Conditions to record each Qualifying Purchase and upload the receipt multiple separate times.</p> <p>Limit one Barbeques Galore voucher per person.</p>
<p><b>Proof of purchase</b></p>	<p>You must keep the following as proof of purchase for all claims:</p> <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s).</li> </ul> <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. Proof of purchase must be identical to that provided by you with your claim. 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>
<p><b>Collection and use of your personal information</b></p>	<p>You must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The information you provide will be used by the Promoter for the purpose of conducting this offer. The Promoter may collect your personal information (including through its contractors or agents) and disclose your personal information to its contractors and agents to assist in conducting this offer or communicating with you. By participating in this offer, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. By participating in this offer, you consent to receiving SMS or email messages from the</p>

	<p>Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. You can request access to the personal information the Promoter holds about you by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at <a href="https://www.tweglobal.com/privacy">https://www.tweglobal.com/privacy</a>, contains information about:</p> <p>(a) how you can seek access to the personal information the Promoter holds about you and seek the correction of such information;</p> <p>(b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and</p> <p>(c) whether the personal information the Promoter holds about you will be provided to overseas companies, and if so, in which countries those companies are located.</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="http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf">http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf</a>. If this offer is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="http://www.olgr.nsw.gov.au/dlg_guidelines.asp">http://www.olgr.nsw.gov.au/dlg_guidelines.asp</a>. Where relevant, your participation in this offer may be subject to the liquor serving policy of businesses conducting the offer and/or providing the prize.</p> <p>All advertising material for this offer will include a message regarding responsible consumption of alcohol.</p>

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

#### Entry

- 2 Your participation must take place during the relevant Offer Period (in accordance with these Terms and Conditions) and will be deemed to have taken place only when processed by the Promoter. If you return a Qualifying Purchase your participation may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your participation. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with claiming. If you claim using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Vouchers

- 3 Barbeques Galore vouchers must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Barbeques Galore vouchers are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.

#### General

- 4 Any failure by you to comply with the conditions imposed by the voucher supplier(s) may result in the voucher being cancelled or withdrawn without liability for the Promoter or the supplier(s).
- 5 If you or your claim is deemed by the Promoter to breach these Terms and Conditions, your claim (and at the Promoter's discretion, all of your claims and your account) 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 claims (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.
- 6 You must not:
- (a) tamper with the claim process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
  - (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 offer;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.

- 7 The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this offer is final.
- 9 You agree that if a voucher is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 10 If this offer 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 offer or disqualify affected claims/claimants.
- 11 The Promoter is not responsible for any tax implications arising from your participation. You should seek independent financial advice. If for GST purposes this offer 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**

- 12 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 13 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer 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 offer, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 14 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of vouchers.
- 15 This offer 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.