

Refresh Indies Promotion – Win Sunglass Hut Voucher

Terms and Conditions

Promoter	Treasury Wine Estates Australia Limited (ABN 78 145 321 320), Level 8, 161 Collins Street, Melbourne VIC 3000.
Competition Period	12.01am (AEDT) on 13/01/2020 to 11.59pm (AEDT) on 29/02/2020
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	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.
Where will the competition run?	The competition will run in participating Cellarbrations, IGA, Bottle-O, Sip'nSave, Bottlemart, Harry Brown, Thirsty Camel or Ritchies Liquor outlets and all other independent liquor stores (i.e. any liquor store other than Dan Murphy's, BWS, Cellarmasters, Langton's, Liquorland, First Choice Liquor Market or Vintage Cellars) (Outlets) in Australia. The Outlets include the online stores of participating Outlets.
Website	www.Winwithwine.com.au
Qualifying Purchase	Any T'Gallant, Squealing Pig, Yellowglen, Fifth Leg, Upside Down, Wolf Blass Makers Project or Lindeman's Gentleman's Collection product from an Outlet.
Entry instructions	To enter, you must, during the Competition Period after making a Qualifying Purchase from an Outlet and collecting your itemised purchase receipt: (a) visit the Website; and (b) locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information to see if you have provisionally won a prize. 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.
How are instant win prize/s awarded?	There are 1,000 instant win prizes to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at Prime Focus, Level 1, 500 Chapel St, South Yarra VIC 3141 (Prime Focus). The first entry, received on or after each pre-determined time, will be the provisional winner of a prize. 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.
What can I win?	There are 1,000 prizes available. Each prize is a \$100 Sunglass Hut gift card delivered to the winner's nominated residential address. You can only win one of each prize type (except for SA residents).
Total prize pool	The total prize pool is \$100,000.
How many times can I enter?	You can enter once per day, provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	Provisional instant prize winner/s will be notified as outlined in the "How are instant win prizes awarded?" above. Once your entry has been verified you will receive an email within two days of verification.

Proof of purchase	<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>
Unclaimed prize/s	<p>Prize claim date: 12.00pm (AEST) 01/06/2020</p> <p>Unclaimed and un-won prize determination: 12.30pm (AEST) on 01/06/2020 at Prime Focus.</p> <p>If a prize is un-won during the Competition Period or 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 and un-won 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 or un-won prize. Any winner/s will be informed in writing by email within two days of determination.</p>
Collection and use of your personal information	<p>If you are a winner, 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 competition and fulfilling the prize. 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 competition or communicating with you. By entering this competition, 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 entering this competition, you consent to receiving SMS or email messages from the 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 https://www.tweglobal.com/privacy, contains information about:</p> <ul style="list-style-type: none"> (a) how you can seek access to the personal information the Promoter holds about you/them and seek the correction of such information; (a) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and (b) 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.
Responsible drinking	<p>Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at https://www.liquorandgaming.nsw.gov.au/documents/gl/4001-liquor-promotion-guidelines.pdf. 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.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP19/04523</p> <p>SA Licence No. T19/1837</p> <p>NSW Permit No. LTPS/19/39448</p>

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 validity periods.

General

4 Any failure by you 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).

5 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, 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.

6 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.

7 The Promoter is not liable for entries, prize 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 competition is final.

9 Prizes cannot be transferred or exchanged nor (except where cash is specified) 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.

10 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.

11 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.

12 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

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 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).
- 15 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.
- 16 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.