

Winesmiths – Win a 6 pack of Winesmiths ("Promotion")

Terms and Conditions

1. Information on how to enter and prizes form part of these terms and conditions. Submission of an entry is deemed acceptance of these terms and conditions.
2. The promotion will be conducted via the @Winesmiths Instagram channel
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter.
5. To enter entrants must, during the Promotional Period (as defined below):
 - a. Follow the Winesmiths Instagram Page
 - b. Like the competition post
 - c. Tag 3 friends in the post's comments who they would like to share the wine with
 - d. Tell us as well through emoji's their favourite Winesmiths varietal
 - e. Share the post to their stories for an extra entry
6. Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except if requested and accepted, or otherwise required, by the Promoter).
7. The promotion commences at 12.00am ACST on 03/12/20 December 2020 and entries close and must be received by 11.59pm ACST on 09/12/20 December 2020 ("Promotional Period"). The draw(s) will take place on 11th December 2020 at 2:00pm ACST.
8. Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with the entry requirements (b) maximum one entry per person, per day. Maximum one Prize per entrant.
9. PRIZE DETAILS: This is a game of skill. There are five prizes available. The five awarded valid and correct entries will each win 6 Winesmiths 2L casks. Winners will be notified via Instagram
10. Each prize consists of six Winesmiths 2L casks valued at \$90.00 (AUD). This offer does not include any accessories.
11. Prize is not transferable, not cash-redeemable, non-upgradeable and their validity cannot be extended.
12. Any taxes and/or surcharges, and additional costs are not included in the prize and are at the Prize Winner's own expense and responsibility.
13. 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.
14. 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.

15. 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.
16. The Promoter's decision is final in all matters relating to this promotion and no correspondence will be entered into.
17. 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.
18. 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.
19. 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.
20. If required, an unclaimed prize draw may take place on the 18th December at the same time and in the same place as the original draw, subject to any directions from a regulatory authority and the winner will be announced in-store once confirmed. Winners will be notified by phone call.
21. Any costs associated with accessing the Promotional Website is the entrant's responsibility and is dependent on the internet service provider used.
22. 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.
23. 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.

24. 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 Promoter's Privacy Officer, Karl Martin at: privacy@yalumba.com or (08) 8561 3200. All entries become the property of the Promoter.
25. By participating in the Promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or to provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the entrant with special offers in this way. By entering the Promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's personal information in the manner set out in this condition.
26. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders 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.
27. The Promoter encourages consumers to enjoy alcohol in moderation. Legal aged consumers are advised to consider the 'low risk drinking' guideline recommended in the National Health & Medical Research Council Australian Alcohol Guidelines which states: for healthy men and women, drinking no more than two (2) standard drinks on any day reduces your risk of harm from alcohol-related disease or injury over a lifetime. Drinking no more than four (4) standard drinks on a single occasion reduces the risk of alcohol-related injury arising from that occasion. A full version of the guidelines is available at: <https://www.nhmrc.gov.au/health-advice/alcohol> . Participation in the promotion is subject 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.
28. The Promoter is S. Smith & Son Pty. Limited of Eden Valley Road, Angaston, SA 5353 trading as Yalumba Wine Company (ABN 17 007 871 427) of PO Box 10, Angaston SA 5353. Telephone: (08) 8561 3200.

NSW Permit Number: **LTPM/20/05528**

This is an Instagram competition