

TRADE PROMOTION

ABBREVIATED TERMS & CONDITIONS OF ENTRY

Promotion Period: 11/02/2023 at 00:01am to 11/02/2023 at 11:59pm Entry is open to New Zealand Residents aged 25yr+. Entrants must, during the Promotion Period sign up to Brancott Estate Newsletter. One entry per person. The prize is a cocktail box, valued at \$100 NZD as well as a \$100 Countdown NZ voucher. The Winner will be the first correct entry drawn at random on 22/02/2023 at 3pm NZT (New Zealand). The Winner(s) will be notified by email & mobile phone within 2 days of the draw. The Promoter's decision is final & no correspondence will be entered into. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN 75 007 870 046) of 167 Fullarton Rd, Dulwich SA 5065. Full T&Cs at . NB: if total prize value exceeds \$10k NSW Authority Number: [insert the relevant number].

TRADE PROMOTION

TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants Residency Age Special Conditions	Open to all residents in New Zealand aged over 25
Entry Mechanism	Subscribe to Brancott Estate Newsletter Subscribe - Brancott Estate
Entry Limit	1
Promotion Period:- Commencement Time Commencement Date Close Time Close Date	<u>New Zealand:</u> Starts 11 Feb 2023 at 00:01am NZST Ends 11 Feb 2022 at 11h59pm NZST
Nominated Business	Brancott Estate
Draw Date	22/02/2023
Draw Time	at 3pm NZT
Prize	Brancott Estate prize cocktail box*: - Sustainable cardboard Box including <ul style="list-style-type: none">o Cocktail shaker seto 2x Cocktail glasseso Pop socketso Playing cards <i>*This box does not contain any Brancott Estate wines</i> - \$100 voucher at Countdown NZ
Total Prize Value	\$200 NZD
Approved Notification Method	By Email & Mobile phone
Prize Delivery Method	Postage
Prize Delivery Date	After the 27 th March 2023
Re-Draw Date	9 th March 2023
Re-Draw Time	3pm NZT
Re-Draw Notification Method	By Email & Mobile phone
Special Conditions	Countdown Voucher subject to terms and conditions of supplier
Promoter Contact Number	+64 21 229 6658

Permit Number	
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Terms & Conditions

1. Information on how to enter and prizes forms part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. For the avoidance of doubt the Schedule to the Terms & Conditions forms part of these conditions.
2. Entry is open to **Eligible Entrants**. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion; and any manufacturer/retailer activating the promotion and the management of their benefiting organisations are ineligible to enter the promotion.
3. To enter the promotion, eligible entrants must, complete the **Entry Mechanism** during the **Promotion Period**.
4. The **Entry Limit** applies to entries.
5. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the promotional period. Entries received will be considered final by the Promoter. Late entries will not be accepted.
6. Promotion commences at the **Commencement Time** on the **Commencement Date** and closes at the **Close Time** on the **Close Date**. The draw will take place at the **Nominated Business** at the **Draw Time** (local time) on the **Draw Date**. The Promoter's decision is final and no correspondence will be entered into.
7. The **Prize** must be taken as offered and cannot be varied. Prizes are not transferable or exchangeable and cannot be taken as cash. Any change in the value of a prize between the publishing date and the date the prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. All warranty claims in respect of the prizes must be directed towards the applicable manufacturer and not the Promoter.
8. The Winner will be notified in writing by the **Approved Notification**.
9. Prizes will be delivered to winners by the **Prize Delivery Method** by the **Prize Delivery Date**. The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).
10. The Promoter encourages the responsible use of the Prize(s), in accordance with applicable State legislation.
11. If for any reason a prize, or any part of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the prize (or part thereof) for an alternative prize to the same value of the original prize value, subject to any written directions made under applicable State or Territory legislation.
12. Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency, eligibility to enter and claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that winner's entry will become invalid. Proof of identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The prize(s) will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. In the event that

a prize winner cannot provide suitable proof, the relevant prize will be forfeited and no substitute will be offered.

13. If there is no Prize Winner or the Prize Winner cannot be found, the Promoter will publish it.
14. The Promoter may conduct such further draws as are necessary (including a second chance draw) at the same place as the original prize draws on **Re-Draw Date** at the **Re-Draw Time** (AEST) in order to distribute any prizes forfeited or unclaimed by that time in respect of those draws, subject to any written directions given under applicable State legislation.
15. The Winner(s) of any unclaimed prize draw will be notified by the **Approved Notification**. All reasonable steps to notify the winner of the results of any unclaimed prize draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
16. Where applicable, the Promoter reserves the right to request that the prize winner of any of their companions obtain certification from a medical professional that they are in the mental or physical condition necessary to be able to safely participate in the prize. If the prize winner or any of their companions is unable to provide such certification, the Promoter reserves the right to refuse to allow the prize winner or any of their companions to take part in any or all aspects of the prize.
17. No compensation will be payable if a winner, or their companions (if applicable) are unable to use any element of the prize as stated for whatever reason, including refusal of entry or ejection from the date locations or participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited.
18. Liability: Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of 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 prize 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
21. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
22. Right to verify: The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which

is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

23. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
24. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
25. Dispute: If any dispute arises about the conduct of the promotion or the claiming of the prize, the claimant may give written notice to the Promoter giving details of the nature of the dispute and the circumstances giving rise to the dispute. The Promoter will attempt in good faith to reach a settlement as soon as possible. Should agreement not be reached and if the parties agree, they will refer the dispute for mediation.
26. Caution: any attempt to deliberately undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
27. Consent: As a condition of entering this promotion, entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a draw (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter. The winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
28. As a condition of accepting the prize, the winner (and his/her companion(s), if applicable) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
30. Your Personal Information is being collected by the Promoter to include entrants in the promotion and where appropriate award prizes. If you fail to provide the Personal Information that is being requested you may not be able to enter this trade promotion, receive a prize, deal with your complaint or receive marketing information (as applicable). The Promoter may also share your Personal Information with other companies or individuals who assist us in providing products or services or who perform functions on its behalf (such as direct marketing companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient it is likely to be to one of the countries identified in its Privacy Policy. The Privacy Policy explains how you may seek correction to Personal Information the Promoter holds and how to make a complaint and is available at www.pernod-ricard-winemakers.com.
31. All entries are subject to the **Special Conditions**.
32. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.

33. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN: 75 007 870 046) of 167 Fullarton Road Dulwich SA 5065. The Promoter can also be contacted at the **Promoter Contact Number**.
34. This Promotion is authorised under the **Permit Number(s)**.

Extra Clauses:-

SMS

To enter the prize draw Eligible Entrants must SMS **[insert details, e.g. the unique code followed by their name and postcode – if they must answer a question state how many characters the answer must be limited to]** to **[insert SMS number]**. All entries must be received in the **Promotion Period**. SMS Entries via the internet are ineligible. Entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the entrant. SMS is not a guaranteed delivery communication tool. The Promoter and the service provider cannot accept responsibility for any SMS messages not received.

SMS (Short messaging service) entry is open to Eligible Entrants with a compatible mobile phone connected to a service provider which permits premium text messaging to the promotional SMS number. Some service providers and call plans may not provide access to premium SMS. Entrants should check with their service provider if unsure.

SMS entries must be sent from a mobile phone handset and be identified by a MSISDN (unique mobile SIM number) for security reasons to be eligible. Entrants must have the bill payer's permission to enter the promotion or their entry will be deemed invalid. Any form of automated entry using the Internet or any other device or software is invalid. Maximum SMS cost \$0.55 (including GST). Standard carriers' SMS costs apply in addition to premium SMS cost to enter. Any SMS entries submitted after the Promotional Period has closed will not be included in the promotion and will incur the \$0.55 (including GST) charge. The charges for all SMS entry services will appear on the entrant's next mobile phone bill. All general queries relating to mobile bills should be directed to the entrant's mobile or telephone carrier. Premium SMS service provided by **[insert name of service provider]**. For help using the premium SMS service, call the helpline on **[insert helpline number]**.

A reply SMS will be sent to an entrant submitting an entry by SMS immediately after their entry has been received confirming their entry has been successfully received. If an SMS entry is not successful because the SMS is not in the required format as stated above, a "try again" message will be sent to the entrant. The "try again" message will prompt the entrant to resubmit their SMS entry in the required format. If the entrant elects to resubmit their SMS entry, the entrant will incur an additional \$0.55 (including GST) charge. Service provided by **[insert company name, ABN and address]**.

[only if applicable] Entry into this promotion constitutes consent to receive promotional material, information and updates on **[insert brand name]**TM by text message to the mobile phone number used to enter the promotion.

To unsubscribe from text message updates text the word STOP to **[insert number]**.

Travel

The winner must travel with a partner also aged over 18 years ("**Travelling Companion**"), if applicable.

The Travelling Companion must travel with the winner on the same itinerary (including, but not limited to, flights and transfers). The costs of any alternative or additional travel will not be borne by the Promoter and any elements of the Prize not used will be forfeited and not substituted.

The winner must confirm his or her eligibility to be awarded the Prize, and to attend on the nominated date(s), within of being successfully notified by the Promoter, otherwise that winner's entry will be deemed invalid

The Prize must be taken on the dates nominated by the Promoter to coincide with the applicable redemption period/redemption date otherwise the entire Prize is forfeited. Reasonable notice of the departure date will be given to the event winner. No extension or variation of the Prize dates will be permitted. All components of the Prize must be taken together. Any element of the Prize not taken will be forfeited and not substituted.

Acceptance of the Prize is subject to any prevailing terms and conditions of the accommodation/transport/services providers and, in particular, health, behaviour, age and safety requirements. No compensation will be payable if the winner or his or her Travelling Companion is unable to use any element of the relevant Prize as stated for whatever reason, including refusal of entry or ejection from the locations or participation in certain activities for health, age, behaviour or safety reasons. Any part of the Prize that is not taken for any reason is forfeited.

The winner and his or her Travelling Companion must travel together and depart from and return to the same departure point. The winner and his or her Travelling Companion may not accrue frequent flyer points. Use of the travel component and any passes or vouchers issued as part of a Prize may be subject to prevailing terms and conditions of use of the suppliers of components of a Prize. The travel component cannot be used in conjunction with travel discounts or special offers. Travel and accommodation will be arranged and booked on the winner's behalf by the Promoter or an agent of the Promoter's choosing. Once booked, changes to travel times or arrangements will be at the expense of the winner and the winner's Travelling Companion. Any transportation to/from the airport in the winner's nearest capital city is the responsibility the winner.

All additional costs not expressly stated but which may be incurred in acceptance and use of a Prize is the responsibility of the winner and his or her Travelling Companion. Such additional costs include, but are not limited to, meals, beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes (if applicable), insurance, travel insurance, passports and visas (if applicable). The winner and his or her Travelling Companion may be required to present a credit card and/or identification at time of accommodation check-in.

Compliance with ABAC

An entry will not be accepted as a valid entry if (in the opinion of the Promoter) it:

- encourages under-age drinking, has a strong or evident appeal to minors or features anyone who is, or looks, under 18
 - a. depicts or encourages irresponsible or offensive behaviour, excessive drinking or the misuse of alcohol
- challenges or dares people to drink alcohol
- associates drinking with engaging in any activity which requires a high degree of physical co-ordination, such as driving or playing sport
 - b. suggests that alcohol leads to success or can change your mood or environment
 - c. suggests that alcohol offers any therapeutic benefits or is necessary to relax
 - d. contains religious imagery
 - e. is offensive, anti-social, sexually provocative, discriminatory, exploitative or degrading
 - f. is misleading, deceptive, false, illegal or breaches anyone's intellectual property right.