

## Prosecco Let's Go Promotion Terms and Conditions

<b>Promoter</b>	Brown Brothers Milawa Vineyard Pty Limited (ABN 56 005 349 235), 239 Milawa-Bobinawarra Road, Milawa VIC 3678.
<b>Competition Period</b>	<b>Purchase Period:</b> 12.01am (AEST) on 01/10/2020 to 11.59pm (AEDT) on 31/12/2020. <b>Entry Period:</b> 12.01am (AEST) on 01/10/2020 to 11.59pm (AEDT) on 07/01/2021. No entries will be accepted after this time.
<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 or 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, as follows: <ul style="list-style-type: none"> <li>• <b>IBA Outlets:</b> The Bottle-O, IGA Liquor, Big Bargain Cellarbrations, and Porters;</li> <li>• <b>LMG Outlets:</b> Bottlemart, Sip'n Save, Harry Brown and Bottlemart Express;</li> <li>• <b>Other Retailers</b>, including but not limited to Dan Murphy's, Costco, Brown Brothers CellarDoor, Star Liquor, Liquorland, BWS, First Choice Liquor Market and Vintage Cellars.</li> </ul> <p>(each line item, an <b>Outlet Group</b>).</p> <p>The Outlets include the online stores of participating Outlets, including the Brown Brothers e-commerce online store.</p> <p>For the avoidance of doubt, any Other Retailer includes liquor licenced Outlets which are stocking specially marked products, but is not listed in these Terms and Conditions.</p>
<b>Website</b>	<a href="http://www.proseccoletsgo.com.au">www.proseccoletsgo.com.au</a>
<b>Qualifying Purchase</b>	Any of the following specially marked 750ml bottles of Brown Brothers: <ul style="list-style-type: none"> <li>• Brown Brothers Prosecco NV;</li> <li>• Brown Brothers Prosecco Rosé;</li> <li>• Brown Brothers Prosecco Spritz;</li> <li>• Brown Brothers Prosecco Premium Brut;</li> <li>• Brown Brothers Limited Release Prosecco;</li> <li>• Brown Brothers Single Vineyard Prosecco; or</li> <li>• Brown Brothers Refreshingly Light Prosecco NV.</li> </ul> <p>Each participating product will have a necktag which will contain a unique code.</p>
<b>Entry instructions</b>	You must: <ol style="list-style-type: none"> <li>(a) during the Purchase Period, make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt;</li> <li>(b) scratch the panel on the neck tag to reveal the unique code; and</li> <li>(c) during the Entry Period, visit the Website, locate the entry page and fill out and submit the online entry form, including by selecting the Outlet Group where you made your Qualifying Purchase, uploading an image of the Qualifying Purchase itemised receipt, providing the unique code from the Qualifying Purchase product necktag and all other requested information,</li> </ol> <p>to see if you have provisionally won an instant prize and if so, which instant win prize you have provisionally won.</p>

	<p>If you have made a Qualifying Purchase at an IBA or LMG Outlet, you will also enter the draw for that Outlet Group.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Purchase Period before you submitted your entry).</p> <p>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.</p>																			
<p><b>How are instant win prizes awarded?</b></p>	<p>There are up to 28,900 instant win prizes to be awarded based on pre-determined winning unique codes (as found on the Qualifying Purchase product necktags) during the Competition Period.</p> <p>You will get a return online message acknowledging your entry and informing you if you have provisionally won an instant prize and if so, details on how to verify your entry and claim your instant prize.</p>																			
<p><b>How many drawn winners will there be and how will they be chosen?</b></p>	<p>There will be 33 drawn winners determined in respect of this competition - 30 LMG Outlet winners, 3 IBA Outlet winners.</p> <p>There will be 2 draws conducted - 1 in respect of each Outlet Group (excluding Other Retailers).</p> <p>The draws will be held commencing at 12pm (AEDT) on 12/01/2021 at Blackhawk, Level 1, 534 Church Street, Cremorne VIC 3121 (<b>Blackhawk</b>).</p> <p><b>LMG Outlets</b></p> <p>The first 30 valid entries drawn randomly from the entries received from Qualifying Purchases made in LMG Outlets during the Competition Period (including any instant winning entries) will win an LMG prize.</p> <p><b>IBA Outlets</b></p> <p>The first 3 valid entries drawn randomly from the entries received from Qualifying Purchases made in IBA Outlets during the Competition Period (including any instant winning entries) will win an IBA 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 28,933 prizes available.</p> <p><b>Instant win prizes</b></p> <p>There are up to 28,900 instant win prizes available, as follows:</p> <table border="1" data-bbox="432 1339 1385 1675"> <thead> <tr> <th>Prize</th> <th>Number of prizes available</th> <th>Total value of prizes</th> </tr> </thead> <tbody> <tr> <td>\$100 gift card for Outlet of Purchase</td> <td>2,500</td> <td>\$250,000</td> </tr> <tr> <td>\$50 gift card for Outlet of Purchase</td> <td>7,400</td> <td>\$370,000</td> </tr> <tr> <td>\$20 gift card for Outlet of Purchase</td> <td>19,000</td> <td>\$380,000</td> </tr> <tr> <td><b>Total (up to):</b></td> <td><b>28,900</b></td> <td><b>\$1,000,000</b></td> </tr> </tbody> </table> <p>Retail Gift Card (Coles Group Plus for Liquorland, First Choice and Vintage Cellars) or E-Voucher (Dan Murphy's, BWS, Brown Brothers e-voucher or Virtual VISA card).</p> <p>Voucher awarded based on the Outlet the specially marked product is purchased from (as per Qualifying Purchase receipt uploaded upon entry) if applicable, otherwise winner will receive a Virtual VISA card.</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 1960 1385 2000"> <thead> <tr> <th>Outlet of purchase</th> <th>Gift Card</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	Prize	Number of prizes available	Total value of prizes	\$100 gift card for Outlet of Purchase	2,500	\$250,000	\$50 gift card for Outlet of Purchase	7,400	\$370,000	\$20 gift card for Outlet of Purchase	19,000	\$380,000	<b>Total (up to):</b>	<b>28,900</b>	<b>\$1,000,000</b>	Outlet of purchase	Gift Card		
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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 (excluding Brown Brothers e-Commerce Store)	Virtual VISA card
Brown Brothers e-Commerce Store	Brown Brothers e-gift card

Instant prizes will be delivered to the email address or postal address (residential, commercial or PO only) (as relevant) associated with the winner's entry within 30 days of verification.

There is a limit of 5 instant win prizes per person (except for SA residents).

#### Draw Prizes

There are 33 draw prizes available, as follows:

Outlet Group	Prize	Prize value	Number of prizes available	Total value of prizes
LMG Outlets	JBL Pulse 4 speaker.	\$329	30	\$9,870
IBA Outlets	Mini bar fridge and 50 bottles of Brown Brothers Prosecco (mixed range, as determined by the Promoter).	\$3,689	3	\$11,067
<b>Total:</b>			<b>33</b>	<b>\$20,937</b>

The Promoter must follow the NT regulations in relation to awarding alcohol as a prize in a promotion. To ensure that this regulation is complied with, any IBA Outlet winner residing in the state of NT will receive the mini bar fridge (valued at \$2,749) with an alternative non-alcoholic prize (as selected by the Promoter) to the equivalent value of the 50 bottles of Brown Brothers Prosecco (valued at \$940).

The Promoter must also follow the NSW regulations that state only a maximum of 20L of alcohol can be awarded in an entire promotion. To ensure the 20L limit in NSW is not exceeded, the first IBA Outlet winner in NSW will receive the mini bar fridge (valued at \$2,749) with 26 bottles of Brown Brothers Prosecco (valued at \$488.80) and an alternative non-alcoholic prize (as selected by the Promoter) to the equivalent value of the remaining 24 bottles of Brown Brothers Prosecco (valued at \$451.20). Any subsequent IBA Outlet NSW winners will receive mini bar fridge (valued at \$2,749) with an alternative non-alcoholic prize (as selected by the Promoter) to the equivalent value of the 50 bottles of Brown Brothers Prosecco (valued at \$940).

There is a limit of one draw prize per person (except for SA residents).

<b>Total prize pool</b>	The total instant win prize pool is up to \$1,000,000. The total draw prize pool is \$20,937. The total overall prize pool is up to \$1,020,937.
<b>How many times can I enter?</b>	You can enter up to 3 times per day, provided you only enter once per Qualifying Purchase, per receipt and per unique code. Each entry must be submitted separately in accordance with these Terms and Conditions.

<p><b>How and when will the winner/s be informed?</b></p>	<p>Instant prize winners will be contacted in writing by email within two days of verification.</p> <p>Draw prize winners will be notified:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing by email,</li> </ul> <p>within two days of determination.</p> <p>Draw prize winners will have their name and state/territory of residence published on the Website on 14/01/2021 for a period of 28 days.</p>
<p><b>Proof of purchase</b></p>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s).</li> <li>• unique code/s / neck tag/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.</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>
<p><b>Unclaimed prize/s</b></p>	<p><b>Prize claim date:</b> 5pm (AEDT) on 12/04/2021.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEDT) on 13/04/2021 at the same location as the original draws.</p> <p>If a 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 re-award the relevant prize/s to Reserve Entrant/s and/or carry out unclaimed prize draw/s (as relevant to the Outlet/s) at the date, time and place stated above to randomly distribute the prize/s amongst valid entrants who (if possible) have not already won an unclaimed prize. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing by email,</li> </ul> <p>within two days of determination. Any winner/s will have their name and state/territory of residence published on the Website on 15/04/2021 for a period of 28 days.</p>
<p><b>Collection and use of your personal information</b></p>	<p>If you are a winner, you and (where 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="https://blackhawknetwork.com.au/privacy-policy/">https://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.brownbrothers.com.au/privacy-policy">www.brownbrothers.com.au/privacy-policy</a>) includes information about:</p> <ol style="list-style-type: none"> <li>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ol>
<p><b>Responsible drinking</b></p>	<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:</p>

	<p><a href="https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu">https://www.nhmrc.gov.au/file/1641/download?token=1O3AafPu</a>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">https://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-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.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP 20/00770</p> <p>SA Licence No. T20/671</p> <p>NSW Authority No. TP/00036</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 Entry 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 If you win, you agree that you and your companion/s (as relevant), will not sell or otherwise commercially provide your story and/or photographs relating to the prize/s to any media or other organisation that is not the Promoter.
- 4 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.
- 5 You are responsible for all other unspecified costs related to your prize including any installation costs, costs associated with ongoing use of the prize, etc.
- 6 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.
- 7 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of a 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**

- 8 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).
- 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, 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 a 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 The Promoter's decision in connection with all aspects of this competition is final.
- 17 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.
- 18 By entering, you request that your full address not be published.
- 19 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.