

MCGUIGAN WINES “BRING A MCGUIGAN” PROMOTION TERMS AND CONDITIONS

1. Instructions, prizes and information on how to enter form part of these terms and conditions (“Terms and Conditions”). By entering, entrants accept these Terms and Conditions.
2. The promoter is Australian Vintage Ltd (ACN 052 179 932) of 2 Queens Place, Balmain NSW 2041 (“Promoter”). Telephone (02) 8345 6377.
3. Open to Australian residents 18 years and over. Directors, management and employees (and their immediate families) of the Promoter, retailers, suppliers, associated companies and agencies are ineligible to enter. This promotion is limited to outlets that have been invited by the Promoter to participate (“Participating Outlet”).
4. The promotion commences on 1 June 2015 and closes at 11:59 AEST on 14 August 2015 (“Promotional Period”).
5. To enter, individuals must visit the McGuigan Wines website, complete the entry form and answer the following question in 25 words or less “What was your favourite ad?” during the Promotional Period.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) 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. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Incomplete, indecipherable or illegible entries will be deemed invalid. Entries submitted through third parties or agents will not be valid.
8. 1 entry per email address. Multiple are not entries permitted.
9. Unless entrants are required to submit a receipt as part of the entry process, entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
10. 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.
11. A draw will take place at 2 Queens Place, Balmain NSW 2041 at 9:00am AEST on 19 August 2015 . The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified via email or phone within two (2) business days of the draw. Prizes will be posted out to the winners on the following dates: September 2015, February 2016, June 2016
12. The prize is a twelve month McGuigan Wines Club Membership which includes 3 deliveries within the twelve month period (September 2015, February 2016, June 2016). Prize is valued at \$480.00 and includes delivery within Australia. All ancillary costs associated with taking or using the prize is not included and is the responsibility of the winner.

13. The Promoter's decision is final and no correspondence will be entered into.
14. The name(s) of the winner(s) of any prize exceeding \$500 in value will be published on www.mcguiganwines.com.au within two (2) business days of the draw.
15. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
16. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$2,400.00
18. Prizes are not transferable or exchangeable and are not redeemable for cash.
19. If a prize remains unclaimed by 9:00am AEST on 1 September 2015, an unclaimed prize draw will take place. The first valid entry drawn and successfully contacted by phone and in writing within two (2) business days will win the prize.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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 but not limited to technical difficulties, unauthorised intervention or fraud, 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.
22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 the prize.

24. The Promoter collects personal information in order to conduct the promotion and may use this information in accordance with its privacy policy available at <http://www.australianvintage.com.au>.