

Penfolds Magill Estate Experience Competition

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 (AEST) on 01/08/2023 to 11.59pm (AEST) on 31/08/2023.
Who can enter?	<p>Only Australian residents who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) are/become a member of the Cellardoor.co online store or the Penfolds online store 'Friends of Penfolds' or 'Kalimna' club.</p> <p>Membership of Cellardoor.co (and, consequently, participation in this offer) is subject to the terms and conditions which apply to Cellardoor.co available at www.cellardoor.co/terms-and-conditions, as amended from time to time.</p> <p>Membership of Penfolds (and, consequently, participation in this offer) is subject to the terms and conditions which apply to Penfolds available at www.penfolds.com/en-au/terms-and-conditions, as amended from time to time.</p>
Who can't enter?	<p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p>
Websites	<ul style="list-style-type: none"> • www.cellardoor.co • www.penfolds.com <p>(each, a Website)</p>
Phone	<p>Cellardoor.co: 1300 893 946</p> <p>Penfolds Customer Service: 1300 095 930</p>
Qualifying Purchase	Spend \$1,200 or more in one transaction on any Penfolds wine via a Website.
Entry instructions	<p>You must, during the Competition Period, make a Qualifying Purchase via a Website or over the phone (and be logged into your Cellardoor or Penfolds account at time of purchase) to automatically receive an entry into the draw.</p> <p>For the avoidance of doubt, only one entry into the competition will be received for each Qualifying Purchase transaction, regardless of the value of your purchase.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>
How many winners will there be and how will they be chosen?	<p>There will be 1 winner determined in respect of this competition.</p> <p>The draw will be held at 12pm (AEST) on 06/09/2023 at Level 8, 161 Collins Street, Melbourne, VIC 3000.</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period will win the 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 (Reserve Entrants).</p>
What can I win?	<p>There is 1 prize available.</p> <p>The prize is a return trip to Adelaide, South Australia for you and 1 adult companion valued at up to \$8,120 depending on the winner's place of residence which determines departure point. See "Travel prize" section below for further prize details.</p>
Travel prize	<p>If you win the prize, your prize will be a trip for you and 1 adult companion to Adelaide, South Australia which includes the following for you and your companion:</p> <p>(c) return economy airfares (including airfare taxes) from your nearest Australian capital city to Adelaide and return transfers between Adelaide airport and the accommodation (flights and transfers are not included if you live in South Australia,</p>

	<p>and if so, you and your companion must make your own way to and from Adelaide at your own cost) (valued up to \$3,124);</p> <p>(d) 2 nights accommodation and breakfast at Crowne Plaza Adelaide (valued up to \$805);</p> <p>(e) a helicopter tour of the Barossa Wine Region, hosted by Senior Vineyard Manager (valued up to \$1,727);</p> <p>(f) a lunch in the Kalimna Homestead hosted by a Penfolds Winemaker (valued up to \$825);</p> <p>(g) a degustation dinner matched to Penfolds Wines, at Penfolds Magill Estate Restaurant (valued up to \$1,023);</p> <p>(h) a private Penfolds tasting hosted by Penfolds Ambassador (valued up to \$330); and</p> <p>(i) a tour of Magill Estate Cellar Door by Penfolds Ambassador and Lunch in the Penfolds Magill Estate Kitchen (valued up to \$286).</p> <p><i>The Travel prize is subject to any applicable law or guidelines including in relation to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</i></p> <p>The winner must take the Travel prize before 31/07/2024 and only on a Tuesday through to Friday.</p> <p>By accepting or participating in any prize, your companion/s accept these Terms and Conditions.</p>
Total prize pool	The total prize pool is up to \$8,120.
How many times can I enter?	You can enter multiple times and will receive one entry per Qualifying Purchase transaction. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner be informed?	The winner will be notified by phone and in writing within two days of determination and will have their name and state/territory of residence published on the Websites on 11/09/2023 for a period of 28 days.
Unclaimed prize	<p>Prize claim date: 5pm (AEST) on 06/10/2023.</p> <p>Unclaimed prize determination: 12pm (AEST) on 09/10/2023 at the same location as the original draw.</p> <p>If the 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 the winner (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize. Any winner will be informed by phone and in writing within two days of determination and will also have their name and state/territory of residence published on the Websites on 11/10/2023 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 06/11/2023.</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 names and images 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/your companions.</p> <p>If you have marked the "opt-in" box on the entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. 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 www.tweglobal.com/privacy, contains information about:</p> <p>(a) how you companions can seek access to the personal information the Promoter holds about you/them and seek the correction of such information;</p>

	<p>(b) how you companions can complain about a privacy breach and how the Promoter will deal with such a complaint; and</p> <p>(c) 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.</p>
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: www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-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>Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by the venue staff and management. The Promoter is not responsible for how a venue conducts and executes its responsible service of alcohol guidelines. Venue staff and management reserve the right to refuse service of alcohol to any prize winner/s or their accompanying guest/s if they are deemed to be inebriated.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP 23/01369</p> <p>SA Licence No. T23/1056</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.

Prize

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
 - (b) booking and availability of flights, accommodation and events;
 - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);
 - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - (e) travel dates and specified travel exclusion periods;
 - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
 - (g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required; and
 - (h) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc. Event tickets can only be used once and will be deemed invalid if copied.
- 5 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.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the 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

- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, 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 and/or verifying your identity (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.
- 8 For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 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 including if the prize is on set dates and you are unable to take the prize on the relevant date/s, 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 and/or verifying your identity (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 (including but not limited to manipulating the system via bots, script use, or any other means to circumvent 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 the 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 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 17 The prize cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, the prize (and elements of the prize) must be taken as and when specified, or will be forfeited with no replacement. The prize value is correct as at the date of preparing these Terms and Conditions and includes any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if the prize (or element of the 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 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, government directives, pandemic, public health orders and the like, 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.
- 20 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

- 21 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 22 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).
- 23 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.
- 24 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.