

TWE DTC Penfolds Member Survey Promotion

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 (AEDT) on 15/10/2021 to 11.59pm (AEDT) on 12/11/2021.
Who can enter?	<p>Only Australian residents (excluding Northern Territory) who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) are a member of the Friends of Penfolds/Penfolds Kalimna Club online store (Penfolds) during the Competition Period.</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>
Website	www.penfolds.com
Entry instructions	<p>To automatically receive an entry, you must, during the Competition Period after you have received an email that contains a link to the Penfolds members survey from the Promoter, click the survey link in that email to fill out and submit the online survey form by providing all requested information.</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 (AEDT) on 15/11/2021 at the Promoter's office, 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 750ml bottle of 2019 Penfolds Bin 389 Magnum valued at \$250.</p>
Total prize pool	The total prize pool is \$250.
How many times can I enter?	You can only enter once.
How and when will the winner be informed?	The winner will be notified by phone and in writing by email within two days of determination.
Unclaimed prize	<p>Prize claim date: 5pm (AEDT) on 15/02/2022.</p> <p>Unclaimed prize determination: 12pm (AEDT) on 16/02/2022 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 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 by email within two days of determination.</p>

	If the 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 17/03/2022.
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 name and image 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.</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 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 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>

- 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. 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 The prize and all elements of the prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 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.

General

- 5 Any failure by you 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).
- 6 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.
- 7 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.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 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.
- 10 Prizes cannot be transferred or exchanged nor 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.
- 11 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.
- 12 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

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 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).
- 15 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.
- 16 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.