

# Penfolds.com Dining Experience Competition

## Terms and Conditions

<b>Promoter</b>	Treasury Wine Estates Australia Limited (ABN 78 145 321 320), Level 8, 161 Collins Street, Melbourne VIC 3000.
<b>Competition Period</b>	12.01am (AEDT) on 01/03/2024 to 11.59pm (AEDT) on 31/03/2024.
<b>Who can enter?</b>	<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 (<b>Cellardoor.co</b>); or</p> <p>(c) are/become a member of the Friends of Penfolds/Penfolds Kalimna Club online store (<b>Penfolds</b>).</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 <a href="http://www.cellardoor.co/terms-and-conditions">www.cellardoor.co/terms-and-conditions</a>, 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 <a href="http://www.penfolds.com/en-au/terms-and-conditions">www.penfolds.com/en-au/terms-and-conditions</a>, as amended from time to time.</p>
<b>Who can't enter?</b>	<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> <p>(c) any staff members of Treasury Wine Estates.</p>
<b>Websites</b>	<ul style="list-style-type: none"> <li>• <a href="http://www.cellardoor.co">www.cellardoor.co</a></li> <li>• <a href="http://www.penfolds.com">www.penfolds.com</a></li> </ul> <p>(each, a <b>Website</b>)</p>
<b>Qualifying Purchase</b>	\$1,200 or more in one transaction on Penfolds products.
<b>Entry instructions</b>	<p>You must, during the Competition Period:</p> <p>a) visit a Website and log into your corresponding Cellardoor.co or Penfolds account;</p> <p>b) then make a Qualifying Purchase from the Website</p> <p>to automatically receive 1 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 total value of your Qualifying Purchase. For example, if your total Qualifying Purchase in a transaction is \$2,500 you will receive 1 entry into the draw.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 6 winners determined in respect of this competition – 1 major winner and 5 minor winners.</p> <p>The draw will be held at 12pm (AEST) on 05/04/2023 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 major prize. The next 5 valid entries drawn randomly will each win a minor 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>
<b>What can I win?</b>	There are 5 prizes available – 1 major prize and 5 minor prizes.

	<p><b>Major Prize</b></p> <p>The major prize is a private dining experience curated by Penfolds and hosted by a Penfolds Wine ambassador for the winner and 10 adult companions in the winner's capital city, valued at up to \$6,500, depending on the winner's location.</p> <p>The major prize also includes pick up and drop off from a single location provided it is within 40km of the dining experience. Anything outside of 40km will require the winner and their companions to make their own way to and from the dining experience location.</p> <p>The major prize must be taken within 12 months of you being notified as the winner.</p> <p><b>Minor prizes</b></p> <p>Each minor prize is a Bin 389 Cabernet Shiraz 2019 valued at \$110.</p>
<b>Total prize pool</b>	<p>The major prize pool is up to \$6,500</p> <p>The minor prize pool is \$550.</p> <p>The total prize pool is up to \$7,050.</p>
<b>How many times can I enter?</b>	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.
<b>How and when will the winner be informed?</b>	The winners will be notified by phone and in writing within two days of determination and the major prize winner will have their name and state/territory of residence published on the Websites on 10/04/2024 for a period of 28 days.
<b>Unclaimed prize</b>	<p><b>Prize claim date:</b> 5pm (AEST) on 06/05/2024.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEST) on 07/05/2024 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/s in descending order of value. Any winner/s will be informed by phone and in writing within two days of determination and if in the event of a major winner in this draw they will also have their name and state/territory of residence published on the Websites on 13/05/2024 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 11/06/2024.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you and your companions must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companions consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>The information you/your companions provide will be used by the Promoter for the purpose of conducting this competition and fulfilling the prize. The Promoter may collect your/your companions' personal information (including through its contractors or agents) and disclose your/your companions' personal information to its contractors and agents to assist in conducting this competition or communicating with you/your companions. 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/your companions 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 <a href="http://www.tweqlobal.com/privacy">www.tweqlobal.com/privacy</a>, contains information about:</p> <ul style="list-style-type: none"> <li>(a) how you/your companions can seek access to the personal information the Promoter holds about you/them and seek the correction of such information;</li> <li>(b) how you/your companions can complain about a privacy breach and how the Promoter will deal with such a complaint; and</li> <li>(c) whether the personal information the Promoter holds about you/your companions will be provided to overseas companies, and if so, in which countries those companies are located.</li> </ul>
<b>Responsible drinking</b>	<b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health

	<p>Risks from Drinking Alcohol – see: <a href="http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="http://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf</a>. Your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing a 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>
<b>Permit numbers</b>	<p>ACT Permit No. TP24/00181</p> <p>SA Permit: T24/151</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. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). If online or SMS entry is available, you will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. 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 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. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) booking of the prize; and
  - (b) conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes).
- 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.
- 5 While the Promoter will make all reasonable efforts to ensure the participation of any ambassador in the prize, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the ambassador does not attend the prize due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). 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

- 6 Any material 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).
- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially, 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 reasonable 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.
- 8 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.
- 9 You are responsible for your companions and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companions if they breach these conditions, whether or not legally bound by them.
- 10 If you (or your companions), in the reasonable 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 companions) from participating in any elements of the prize, at its discretion.
- 11 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside of the Promoter's reasonable control.
- 12 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.
- 13 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.
- 14 By entering, you request that your full address not be published.
- 15 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.
- 16 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**

- 17 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.
- 18 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).
- 19 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), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 20 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.