

## Brokenwood Wines and Sydney Sixers Promotion Trade Promotion Terms and Conditions

Information on how to redeem your gift with purchase form part of these terms and conditions. Submission of an entry is deemed acceptance of these terms and conditions.

1. The promotion will be conducted in participating off-premise independent licensed outlets ("participating outlets"). Entry into and continued participation in this promotion is subject always to the participating outlets liquor licence serving policy. These terms and conditions apply to each participating outlet except where context indicates otherwise.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of each off-premise outlet, their agents, contractors, consultants and their immediate families (including de facto spouses) or any other persons assisting with the promotion are not eligible to enter.
4. The Promoter, in its absolute discretion, reserves the right to verify the validity of all redemptions and to disqualify any person who tampers with the promotion process, including but not limited to, anyone who submits a redemption that is not in accordance with these Terms and Conditions.
5. The Promoter is Brokenwood Wines Pty Ltd of 401-427 McDonalds Road, POKOLBIN NSW (ABN 14 611 823 425) Telephone: (02) 4998 7559.
6. To redeem customers must, during the Promotional Period (as defined below):
  - a. Purchase in a single transaction 6 or more bottles of Brokenwood Cricket Pitch from a participating outlet ("eligible purchase") and obtain a promotional coded voucher for gift with purchase redemption. Customers are to retain the store receipt for proof of purchase;
  - b. Input all requested details in the online form, including providing the entrants full name, postcode of current residence, valid email address and contact telephone number, one week prior to the intended home game that the redeemer wishes to attend.
7. The promotion commences at 9.00am Monday 1<sup>st</sup> November 2021 and redemptions close at 11.59pm Friday 7th January 2022 ("promotional period")
8. Multiple redemptions are permitted subject to the following: (a) six bottles equates to one gift with purchase (b) each redemption must be submitted separately and in accordance with the redemption requirements.
9. Each gift with purchase consists of two complimentary Big Bash League tickets to any home game of the Sydney Sixers during BBL11 at the SCG. Each Gift with Purchase is valued at \$60, \$30 per ticket. Prize redemptions are subject to availability. Each Prize must

be redeemed one week prior to the intended home game that the redeemer wishes to attend.

10. Total prize pool value is \$30,000. Tickets only available while they last, and based on a first redeem, first served basis.
11. The Promoter reserves the right to verify the validity of redemptions (including a redeemer's identity and age) and to disqualify any redeemer who submits a Gift with Purchase redemption that is not in accordance with these terms and conditions or who tampers with the redemption process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. If there is a dispute as to the identity of a redeemer, the Promoter reserves the right, in its sole discretion, to determine the identity of the redeemer.
13. Gift with Purchase redemptions will be deemed accepted at the time of receipt by the Promoter.
14. Redemptions received will be considered final by the Promoter. Incomplete and indecipherable redemptions will be deemed invalid. Any incorrect details submitted may render the corresponding redemption invalid.
15. The Promoters decision is final in all matters relating to this promotion and no correspondence will be entered into.
16. If for any reason whatsoever a Gift with Purchase is not redeemed within the Promotional Period, then the Gift with Purchase will be forfeited by the redeemer and cash will not be awarded in lieu.
17. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any redemption; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
18. If, for any reason whatsoever beyond the reasonable control of the Promoter or the Sydney Sixers, there are no tickets available to purchase by the general public for Sydney Sixers home matches during BBL11 at the SCG, the prize will be forfeited and two places on a SCG Tour (dates to be specified by the Promoter) offered as a replacement. If this occurs, the Promoter will provide notice via email to those concerned.
19. As a condition of entering this promotion, a redeemer consents to, the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The redeemer agrees that, they will participate in all

reasonable promotional activities in relation to the promotion as requested by the Promoter and its agents.

20. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these terms and conditions would contravene any statute or cause any part of these terms and conditions to be void (Non-Excludable Guarantees). Subject to the limitations in the preceding sentence, the Promoter excludes from these terms and conditions all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Guarantee, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise, for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters control); (b) any theft, unauthorised access or third party interference; (c) any entry or 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 tax implications; (e) any variation in reward value to that stated in these terms and conditions; (f) any tax liability incurred by a successful claimant or entrant and/or (g) the Gift with Purchase or use of the Gift with Purchase.
21. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, Gift with Purchase suppliers and for any purpose required under Australian lottery legislation or any other regulatory authority. Redemption is conditional on providing this information. Unless otherwise advised, the Promoter may also use the information for promotional, marketing and publicity purposes. Redeemers should direct any request to access, update or correct information to the Promoters Sales & Marketing Manager, Carlee Watson at: [carlee@brokenwood.com.au](mailto:carlee@brokenwood.com.au) or (02) 4998 7559. All entries become the property of the Promoter.
22. By participating in the Promotion, a redeemer also acknowledges that a further primary purpose for collection of the redeemer's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the redeemer in the future with information on special offers or to provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future.

23. The Promoter encourages consumers to enjoy alcohol in moderation. Legal aged consumers are advised to consider the recommendations of the Australian Guidelines to Reduce Health Risks from Drinking Alcohol. Participation in the promotion is subject to relevant liquor legislation in each applicable State or Territory, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Governments information site for alcohol at [www.alcohol.gov.au](http://www.alcohol.gov.au).

Authorised under permit number: NSW Only: Permit number: **TP/01310**