

Win a \$400 Cellarbrations Voucher

Terms and Conditions – Win a \$400 Cellarbration Voucher for Australia Day (“Cellarbrations Promotion”)

General

1. The Promoter is Advertiser Newspapers Pty Ltd ABN 77 007 872 997 of 31 Waymouth Street, Adelaide, SA, 5000. Telephone number 1300 130 370.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions will prevail.

Who can enter?

3. Entry is open only to residents of South Australia who are 18 years or over.
4. Directors, contractors and employees (and immediate families) of the Promoter and companies, suppliers and agencies associated with the Promotion including Cellarbrations and its partners are not eligible to enter the Promotion.
5. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

6. Promotion opens on Saturday January 11 2020 at 12.00am ACST and concludes on Wednesday January 22 2020 at 11.59pm ACST (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
7. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason.

How to enter

8. To enter, all eligible individuals must either:
 - a) purchase at least one (1) Eligible Newspaper (as defined at Clause 8(d)), during the Promotional Period, or
 - b) be a digital subscriber to The Advertiser;
 - c) and in either case, the entrant must locate the promotional code word found within the Eligible Newspaper. Individuals must, on the same day, visit www.advertiser.com.au/cellarbrations and provide the requested details including (but not limited to) their full name, address, state, postcode, telephone number, email and the promotional code word from that day's Eligible Newspaper and submit the fully completed online entry form.
- d) Eligible Newspaper(s) are:
 - i) The Advertiser ii) Sunday Mail (SA)
- e) The cost of accessing the website to enter the competition will be dependent on the entrant's individual Internet Service Provider. Each individual can enter no more than once each day.

Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.

f) Entrants who are not digital subscribers on the day of entering this competition must retain their original Eligible Newspaper(s) printed code word(s) for all entries as proof of purchase. Failure to produce the required code word(s) 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.

9. Entrants must not:

- (a) tamper with the entry process;
- (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
- (c) submit an entry that is not in accordance with these terms and conditions;
- (d) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
- (e) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

(f) If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter upon request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

10. Individuals may be able to submit multiple entries throughout the Promotional Period subject to the following conditions:

- a) no more than one (1) entry per person is permitted per day
- b) individuals can only enter on a day when they have purchased (as a casual purchase or as a subscriber) an Eligible Newspaper; and
- c) each entry must be submitted separately and in accordance with the entry requirements.

Draw and Notification of winner

11. Entries received by the Promoter on any day in the Promotion Period will be included in the draw for that day. There will be 12 separate draws, one for each day of the Promotion Period. Draws will be conducted at or about 10:00am (AEDT) the first business day after the relevant entry date eg. for entries received on Saturday 11 January 2020, the draw will be on Monday 13 January 2020 and for entries received on Monday 13 January 2020, the draw will be on Tuesday 14 January 2020. The winner of each draw will be the first valid entry drawn by random computer selection from the entries received on the relevant day. Each draw will be conducted by Engage Australia Level 8, 56 Clarence St, Sydney 2000.

12. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.

13. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with

the Promotion.

14. The winner will be notified by telephone or email within two days of the draw. The winners of the prizes will be published in The Advertiser on Friday 24th January 2020.
15. The prize will be awarded to the person named in the winning entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
16. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.
17. The Promoter is not responsible for late, lost, destroyed, altered, damaged or defaced entry forms. Bona fide entry coupons may incorporate security and/or verification measures. A coupon is void if stolen, forged or tampered with in any way or if it fails any security or verification checks.

Prize on offer

18. There will be 12 prizes, each being a Cellarbrations voucher worth \$400 (including GST). Total prize pool value is up to \$4,800 (including GST) as at 27th December 2019.
19. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
21. Prizes cannot be transferred, exchanged or redeemed for cash.
22. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
23. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
24. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.

Further Terms and Conditions

25. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
26. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
27. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be

delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

Copyright

28. In consideration of the Promoter awarding the prize to the winner, the winner permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.

Limitation of Liability

29. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.

30. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Entry details and privacy

31. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information, we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities and to the Cellarbrations if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <https://preferences.news.com.au/privacy>