

## **IBA – Pewsey Vale Vineyard – Win a luxury weekend away for two to Eden Valley, South Australia, valued up to \$2,000.**

### **Terms and Conditions**

1. Information on how to enter and prizes forms part of these Terms and Conditions of entry. Employees and their immediate families of the Promoter and agencies associated with this Promotion are ineligible to enter.
2. The Promoter is S. Smith & Son Pty Ltd ABN 17 007 871 427 of 40 Eden Valley Road, Angaston South Australia 5353, trading as The Yalumba Wine Company (Yalumba), Ph (08) 8561 3200 (“Promoter”).
3. Entry into the Promotion commences at 12.00am (ACDT) 3<sup>rd</sup> June 2024 and closes at 11.59pm (ACDT) 16<sup>th</sup> June 2024 (“Promotional Period”).
4. Entry is free and open to Australian residents aged 18 and over (“Entrant”), who enter the Promotion to win a luxury weekend away for two to Eden Valley, South Australia (“Promotion”).
5. The Promotion will be conducted by the following “Participating Outlets”;
  - a. “Cellarbrations” retail banner venues in South Australia (all Members of Independent Brands Association).
6. An Entrant must complete the following steps to enter the Promotion;
  - a. Purchase a bottle of Pewsey Vale Vineyard wine (“Eligible Purchase”) at a Participating Outlet and retain the store receipt as ‘proof of purchase’ for the Eligible Purchase;
  - b. Submit an entry form online via [www.winesthatwin.com.au](http://www.winesthatwin.com.au) and input all requested details in the online entry form, including providing the Entrant’s full name, postcode of residence, current and valid email address, contact telephone number, and a copy of receipt as proof of purchase.
7. Multiple entries are permitted, subject to the following:
  - a. Only one entry permitted per specified Eligible Purchase; and
  - b. Each entry must be submitted separately and in accordance with the entry requirements; and
  - c. Maximum one entry per person, per day.
8. “Prize” to be won, is one (1) weekend away for two people to Eden Valley, South Australia. Weekend away for two people is valued up to \$2,000 dependent on travel dates nominated by the winner.

Weekend away for two people to Eden Valley, South Australia includes:

  - a. \$100 Petrol card to get to/from Eden Valley from the winner’s home
  - b. Two nights accommodation at Boongarrie Luxury Tent in Eden Valley (“Accommodation”), valued up to \$675
  - c. Tasting experience at Pewsey Vale Vineyard hosted by Pewsey Vale’s Winemaker or a Wine Ambassador, valued at \$300
  - d. 6-pack of wine to take home at the end of the trip, valued at \$265
  - e. Dinner for two at Vintners Bar & Grill, Angaston, to the value of \$350
9. A random draw will take place at S. Smith & Son offices on 18<sup>th</sup> June 2024 at 2:00pm ACST. The judge’s decision is final, and no correspondence will be entered into. The winner will be notified via email and phone within 7 days of the draw.
10. The winner will be announced online via [www.winesthatwin.com.au](http://www.winesthatwin.com.au)
11. All reasonable attempts will be made to contact the winner.

12. If the winner chooses not to take their Prize (or is unable to) or does not take or claim the Prize by the time specified by the Promoter, they forfeit the Prize, and the Promoter is not obliged to substitute the Prize.
13. Entrants must retain the original purchase receipt(s) as proof of purchase for each Eligible Purchase for all entries made. Receipts must clearly specify the Participating Outlet where the Eligible Purchase was made and that the Eligible Purchase was made during the Promotional Period but prior to entry. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in the invalidation of the Entrant's entry and forfeiture of any right to the Prize.
14. The Promoter reserves the right to request the winner to provide proof of age, and proof of identity to claim the Prize. If the winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered to the winner by the Promoter.
15. The Promoter reserves the right to verify the validity of entries. The Promoter may, in its sole discretion, disqualify any entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion and reserves the right to disqualify any entry which is not submitted in accordance with these conditions of entry.
16. The Prize will be awarded to the person named in the entry and any entry that is made on behalf of an Entrant or by a third party will be invalid. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
17. No part of the Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
18. If the Prize is provided to the Promoter by a third party, the Prize is subject to the terms and conditions of the third-party prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Promoter.
19. The winner will be responsible to pay a refundable bond of \$200.00 upon arrival at Boongarrie Luxury Tent. This amount will be refunded to the winner provided no damage is made to the property during their stay, as per clause 20.
20. To the maximum extent permitted by law, the winner is responsible and liable for their own acts and omissions while staying at Boongarrie Luxury Tent and are also responsible for the acts and omissions of anyone invited to join or provide access to any Accommodation, all areas and facilities where the Accommodation is located that the Host and Guest are legally entitled to use in connection with the Accommodation ("Common Areas"), or any Experience or other Host Service. For example, this means:
  - a. The winner is responsible for leaving the Accommodation (and related personal property) or Common Areas in the same condition as their arrival
  - b. The winner is responsible for paying all reasonable Damage Claim amounts for any and all damage inflicted on the property, and
  - c. The winner must act with integrity, treat others with respect and comply with applicable laws at all times.
21. The Promoter takes no responsibility for late, lost, or misdirected entries. Incomplete, illegible, or incomprehensible entries will be deemed invalid.
22. If for any reason whatsoever the Prize winner does not redeem the Prize by the reasonable time stipulated by the Promoter, then the Prize will be forfeited by the prize winner.
23. If required, an 'unclaimed prize draw' may take place on the 2<sup>nd</sup> July 2024 at the same time and in the same place as the original draw, subject to any directions from a regulatory authority and winners will be announced on the website by the 5<sup>th</sup> July 2024. The winner will be notified in writing by email within 7 days.

24. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to any written directions from a regulatory authority.
25. The Promoter shall not be liable for any loss, including but not limited to direct, indirect or consequential loss or damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with participation in this competition or accepting or utilising the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
26. In the case of the intervention of any outside agent or event which changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, the Promoter may in its absolute discretion cancel the Promotion and recommence it at a later date.
27. If for any reason the Promotion is not capable of running as planned (including but not limited to) infection by computer virus, Cyber-attack, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Promotion.
28. As a condition of entering this Promotion, an Entrant consents to, in the event they are the winner, the Promoter using the entrant's 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 Entrant agrees that, in the event they are the winner, the Entrant will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and its agents.
29. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth). Entrants should direct any request to access, update or correct information to the Promoter's Privacy Officer, Georgina Staker at: [privacy@hsfe.com](mailto:privacy@hsfe.com) or (08) 8561 3200.
30. The Promoter encourages responsible consumption of alcohol. In no way does this competition promote irresponsible consumption of alcohol. Enjoy your wine with food and alternate wine with water. Do not drink and drive.
31. This Promotion is governed by the laws of South Australia. Entrants submit to the jurisdiction of the courts of this State.