

## Prosecco Let's Go Promotion Terms and Conditions

<b>Promoter</b>	Brown Brothers Milawa Vineyard Pty Limited (ABN 56 005 349 235), 239 Milawa-Bobinawarra Road, Milawa VIC 3678.
<b>Purchase Period</b>	12.01am (AEST) on 01/10/2021 to 11.59pm (AEDT) on 31/12/2021.
<b>Entry Period</b>	12.01am (AEST) on 01/10/2021 to 11.59pm (AEDT) on 07/01/2022.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies or companies or participating premises associated with this competition.
<b>Where will the competition run?</b>	The competition will run in participating liquor licensed outlets which are displaying promotional material ( <b>Outlets</b> ) in Australia, as follows: <ul style="list-style-type: none"><li>• <b>IBA Outlets:</b> The Bottle-O, IGA Liquor, Big Bargain, Cellarbrations, and Porters;</li><li>• <b>LMG Outlets:</b> Bottlemart, Sip'n Save, Harry Brown and Bottlemart Express;</li><li>• <b>Other Retailers</b>, including but not limited to Dan Murphy's, Costco, Brown Brothers CellarDoor, Star Liquor, Liquorland, BWS, First Choice Liquor Market and Vintage Cellars.</li></ul> (each line item above, an <b>Outlet Group</b> ).  The Outlets include the online stores of participating Outlets, including the Brown Brothers e-commerce online store. For the avoidance of doubt, any Other Retailer includes liquor licenced Outlets which are stocking Brown Brothers products, but is not listed in these Terms and Conditions.
<b>Website</b>	<a href="http://www.proseccoletsgo.com.au">www.proseccoletsgo.com.au</a>
<b>Qualifying Purchase</b>	Any of the following bottles/multipacks of Brown Brothers: <ul style="list-style-type: none"><li>• Prosecco NV (750ml);</li><li>• Prosecco Rosé (750ml);</li><li>• Prosecco Spritz (750ml);</li><li>• Prosecco Premium Brut (750ml);</li><li>• Refreshingly Light Prosecco NV (750ml);</li><li>• Origins Prosecco NV (750ml);</li><li>• Prosecco Ultra low (750ml);</li><li>• Prosecco Rosé (4x200ml);</li><li>• Prosecco NV (4x200ml);</li><li>• Prosecco NV (4x250ml); or</li><li>• Prosecco Spritz (4x250ml).</li></ul>
<b>Entry instructions</b>	You must: (a) during the Purchase Period, make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; and (b) during the Entry Period, scan QR code (if available) or visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, selecting the Outlet Group where you made your Qualifying Purchase and providing all other requested information to see if you have provisionally won an instant prize, and if so, which instant prize you have provisionally won.

	<p>If you made your Qualifying Purchase at an IBA or LMG Outlet, you will also receive an entry into the draw for that Outlet Group.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Purchase Period before you submitted your entry).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p>															
<p><b>How are instant win prizes awarded?</b></p>	<p>There are up to 29,500 instant win prizes available to be awarded based on pre-determined winning moments during the Entry Period selected by a computerised random system at Blackhawk Network, Level 1, 534 Church Street, Cremorne VIC 3121 (<b>Blackhawk</b>).</p>															
<p><b>How many drawn winners will there be and how will they be chosen?</b></p>	<p>There will be 12 drawn winners determined in respect of this competition - 1 IBA Outlet winner, 1 major LMG Outlet winner and 10 minor LMG Outlet winners.</p> <p>There will be 2 draws conducted - 1 in respect of each of the IBA and LMG Outlet Groups.</p> <p>The draws will be held commencing at 12pm (AEDT) on 11/01/2022 at Blackhawk.</p> <p>The first valid entry drawn randomly from the entries received from Qualifying Purchases made in the IBA Outlet Group during the Entry Period (including any instant winning entries) will win the IBA major prize.</p> <p>The first valid entry drawn randomly from the entries received from Qualifying Purchases made in the LMG Outlet Group during the Entry Period (including any instant winning entries) will win the LMG major prize. The next 10 valid entries drawn will win an LMG 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>															
<p><b>What can I win?</b></p>	<p>There are up to 29,512 prizes available - 29,500 instant win prizes and 1 major IBA Outlet Group prize, 1 major LMG Outlet Group prize and 10 minor LMG Outlet Group prizes.</p> <p><b>Instant win prizes</b></p> <p>There are up to 29,500 instant prizes available, as follows:</p> <table border="1" data-bbox="432 1211 1385 1435"> <thead> <tr> <th>Prize</th> <th>Number available</th> <th>Total value</th> </tr> </thead> <tbody> <tr> <td>\$20 VISA e-gift card</td> <td>20,000</td> <td>\$400,000</td> </tr> <tr> <td>\$50 VISA e-gift card</td> <td>7,000</td> <td>\$350,000</td> </tr> <tr> <td>\$100 VISA e-gift card</td> <td>2,500</td> <td>\$250,000</td> </tr> <tr> <td><b>Totals:</b></td> <td><b>29,500</b></td> <td><b>\$1,000,000</b></td> </tr> </tbody> </table> <p>Any ancillary costs associated with redeeming a Visa e-gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p> <p>For Terms and Conditions of the VISA e-gift card refer to <a href="http://truerewards.com.au/visa-gift-card-terms">truerewards.com.au/visa-gift-card-terms</a>.</p> <p>There is a limit of 3 instant win prizes per person (except for SA residents).</p> <p><b>IBA Outlet Group prize</b></p> <p>The IBA Outlet Group major prize is an ultimate picnic day for 1 winner and 3 adult companions, valued at up to \$5,500 and includes:</p> <ul style="list-style-type: none"> <li>(a) one night accommodation in a minimum four star accommodation in the winner's local capital city (double/double) for the winner and their companions;</li> <li>(b) return private transfers to/from the accommodation and the picnic location for the winner and their companions;</li> <li>(c) a full picnic set up with quality catering at the picnic destination for the winner and their companions;</li> </ul>	Prize	Number available	Total value	\$20 VISA e-gift card	20,000	\$400,000	\$50 VISA e-gift card	7,000	\$350,000	\$100 VISA e-gift card	2,500	\$250,000	<b>Totals:</b>	<b>29,500</b>	<b>\$1,000,000</b>
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	<p>(d) 6x Brown Brothers Prosecco Premium Brut 750ml and tasting guide for the picnic;</p> <p>(e) Brown Brothers prosecco glasses for the winner and their companions;</p> <p>(f) a Wandering Folk picnic rug for the winner;</p> <p>(g) a portable speaker for the winner;</p> <p>(h) an insulated picnic basket with engraved wooden lid (Brown Brothers logo and winner's name) for the winner; and</p> <p>(i) \$500 spending money for the winner.</p> <p>See "Outlet Major Prizes" section below for further prize conditions.</p> <p><b>LMG Outlet Group prizes</b></p> <p><b>Major Prize</b></p> <p>The LMG Outlet Group major prize is an ultimate Prosecco party for the winner and 3 adult companions, valued at up to \$5,500 and includes:</p> <p>(a) a premium Spotify one-year subscription for the winner;</p> <p>(b) a personalised Brown Brothers Prosecco Spotify playlist;</p> <p>(c) a UE Boom portable speaker for the winner;</p> <p>(d) 6x 750ml bottles of each of Brown Brothers Prosecco NV, Rosé and Ultra Low product (18 bottles in total) to be sent to winner's home along with drinks menu/Prosecco cocktail recipe book for the winner;</p> <p>(e) Catering for the winner and their companions from the winner's favourite restaurant (to be delivered to their home) up to the value of \$500. The Promoter is not responsible if the winner's favourite restaurant does not deliver. The winner must choose a restaurant that can deliver to their home;</p> <p>(f) Brown Brother's prosecco glasses for the winner and their companions;</p> <p>(g) LED Vintage style festoon string lights (20m) for the winner;</p> <p>(h) a Prosecco Pong, party game for the winner;</p> <p>(i) \$500 spending money for the winner, intended for use on mixers, additional glassware, a cleaner post party or additional party supplies.</p> <p>See "Outlet Major Prizes" section below for further prize conditions.</p> <p><b>Minor Prize</b></p> <p>Each LMG Outlet Group minor prize is a UE Hyper Boom speaker, valued at \$500.</p> <p>The IBA Outlet Group prize and the major LMG Outlet Group prize are subject to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</p> <p>By accepting or participating in the IBA Outlet Group major prize or the LMG Outlet Group major prize, your companions accept these Terms and Conditions.</p> <p>There is a limit of one Outlet Group major prize per person and a limit of one LMG Outlet Group minor prize per person (except for SA residents).</p>
<p><b>Outlet Major Prizes</b></p>	<p>To claim an Outlet major prize, you must respond to the winner notification and confirm that you meet the entry criteria outlined in these terms and conditions by the Prize Claim Date.</p> <p>Once the prize has been claimed, you and your companions will be required to complete a further prize booking form, including a liability and publicity waiver within one month of the date that you successfully claimed the prize and were verified as the valid winner.</p> <p>You and your companions must finalise the prize booking within 2 months of the date that you successfully claimed the prize and were verified as the valid winner.</p> <p>Each Outlet Group major prize must be completed within 12 months of the prize draw. The IBA Outlet Group major prize must be booked at least 60 days prior to intended date of the event.</p>

	<p>Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$200 per person, plus supplier charges which is payable by the winner.</p> <p>Where a prize is cancelled due to unforeseen travel restrictions relating to COVID-19 (as determined by the applicable Local or Federal Government), the prizing agency will use its best endeavours to reschedule to an alternative date (one revision only). The winner acknowledges that, in this instance, some elements of the trip may be non-refundable and therefore that element of the prize will be forfeited when re-booking. Any further date changes as a result of Government determined COVID restrictions will be determined by the Promoter's in its absolute discretion.</p>
<b>Total prize pool</b>	The total prize pool is up to \$1,016,000.
<b>How many times can I enter?</b>	You can enter up to 3 times per day, provided you only enter once per Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	<p>Instant winners will get a return online message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your prize.</p> <p>IBA and LMG Outlet winners will be notified by phone and in writing within two days of determination and will have their name and state/territory of residence published on the Website on 14/01/2022 for a period of 28 days.</p>
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEDT) on 11/04/2022.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEDT) on 12/04/2022 at the same location as the original prize determination.</p> <p>If a 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 a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will 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 by email within two days of determination and any IBA and/or LMG Outlet winner/s will have their name and state/territory of residence published on the Website on 14/04/2022 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 29/04/2022.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you/your companions (as relevant) 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. By accepting a prize, you/your companions (as relevant) agree that you will not sell or otherwise provide your story and/or photographs to any media or other organisation apart from the Promoter or the Promoter's agents or contractors.</p> <p>The Promoter may collect your/your companions' personal information directly or through its agents or contractors. The Promoter will use your/your companions' personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p>

	<p>The Promoter's Privacy Policy (see <a href="http://www.brownbrothers.com.au/privacy-policy">www.brownbrothers.com.au/privacy-policy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p> <p>By purchasing at an LMG Outlet and entering this promotion, you consent to Liquor Marketing Group (<b>LMG</b>) keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. LMG's privacy policy is located at <a href="http://www.lmg.com.au/privacy-policy">www.lmg.com.au/privacy-policy</a>.</p>
<b>Responsible drinking</b>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health 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 the prize.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP 21/01218</p> <p>SA Licence No. T21/1113</p> <p>NSW Authority No. TP/00036</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 Entry Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). 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 Prizes and all elements of prizes 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, including:
- (a) validity period/s;
  - (b) booking and availability of accommodation and activities;
  - (c) accommodation dates and specified exclusion periods;
  - (d) any additional fees (payable by you) relating to changes made by you/your companions to an Outlet Group prize after it has been booked; and
  - (e) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companions are responsible for all other unspecified costs related to the prize, including additional meals, transport, insurance (including excesses), in-room charges, additional taxes, costs associated with ongoing use of a prize, etc.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 6 The Promoter accepts no responsibility if an activity awarded as part of a prize is abandoned, called off or postponed for any reason. In that case you/your companions forfeit your entitlement to that activity. 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

- 7 Any failure by you/your companions 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).
- 8 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.
- 9 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.
- 10 Where companions can take a prize with you, 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.
- 11 If you (or your companions, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of any 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 a prize or restrict you (and your companions) from participating in any elements of the prize, at its discretion.
- 12 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 13 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.
- 14 Prizes cannot be transferred or exchanged (except where cash is specified) 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.
- 15 By entering, you request that your full address not be published.
- 16 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 17 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.
- 18 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

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

- 20 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).
- 21 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.
- 22 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.