

Hardys Win a TV Promotion Terms and Conditions

Who is running the competition?	The Promoter is Accolade Wines Australia Limited (ABN 86 008 273 907), Reynell Road, Reynella SA 5161. Phone: (08) 8392 2222.
When will the competition start and end?	The competition starts at 12.01am (AEDT) on 30/10/2017 and ends at 11.59pm (AEDT) on 02/01/2018 (the Competition Period).
Who can enter?	Only Australian residents aged 18 or over can enter.
Who can't enter?	Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies or participating outlets associated with this competition and their immediate families, can't enter.
Where will the competition run?	The competition will run in participating The Bottle-O, Cellarbrations and IGA Liquor outlets (Outlet) in all Australian states and territories.
Do I need to buy anything to enter?	Yes. During the Competition Period, you need to buy any bottle of Hardys wine with a promotional neck tag (Qualifying Purchase) for off premise consumption from an Outlet and retain your Qualifying Purchase receipt.
Entry instructions	After you have made a Qualifying Purchase, you must during the Competition Period, visit www.hardystvcricquet.com (Website) and fill out and submit the online entry form, including by providing the unique code from your promotional neck tag. Purchase receipts must clearly identify the Outlet of purchase (which must be a participating Outlet), the product purchased (which must be a Qualifying Purchase), and the date of purchase (which must be during the Competition Period before you submitted your entry).
How many winners will there be and how will they be chosen?	There will be a total of 3 winners determined in respect of this competition. The draw will be held at 2pm (AEDT) on 09/01/2018 at Gadens Lawyers, Level 25, 600 Bourke Street, Melbourne VIC 3000. The first 3 valid entries drawn randomly from the entries received during the Competition Period will each win a prize. The Promoter may draw additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).
What can I win?	There are in total 3 prizes available. Each prize is a Sony KD49X7000E 49" 4K UHD HDR Smart LED LCD TV valued at \$1,699, including delivery to each winner's residential address, subject to any delivery conditions specified. Winners should allow up to 28 days for delivery of prizes.
Total prize pool	The total prize pool is \$5,097.

How many times can I enter?	You can enter multiple times, provided you only enter once per day and once per Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner[*s*] be informed?	If you are a winner, you will be informed by phone and in writing within two days of the draw and your name and state/territory of residence will be published on the Website on 11/01/2018 for a period of 28 days.
Must I keep anything to verify my entry?	You must keep the original itemised purchase receipt(s) for all entries as proof of purchase. If you don't produce the 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. If, in the Promoter's opinion, you have shared any receipt(s) with another person, your entries will be invalid and you will lose any right to a prize.
If I win, when must I claim my prize?	You must claim your prize by 5pm (AEST) on 09/04/2018.
What if I don't claim my prize on time?	If a prize has not been accepted or claimed by 5pm (AEST) on 09/04/2018 or if, after making all reasonable attempts, the Promoter can't contact a drawn winner (or a drawn winner does not contact the Promoter) by this time and date, 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 12pm (AEST) on 10/04/2018 at the same location as the original draw to distribute the prize. Any such winner will be informed by phone and in writing within two days of determination and their name and state/territory of residence will be published on the Website on 12/04/2018 for a period of 28 days.
Permit numbers	Authorised under ACT Permit No. TP17/01963, NSW Permit No. LTPS/17/18246 and SA Licence No. T17/1857.

- 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. Your entry is deemed to be received only when received by the Promoter's database. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless product is defective). You will receive a return online 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 aliases you may be disqualified.

Prizes

- 3 Each winner is responsible for arranging any necessary installation of the prize (and any associated costs).

General

- 4 If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 5 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.

- 6 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.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this competition is final.
- 9 Prizes cannot be transferred or exchanged nor redeemed for cash. 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.
- 10 By entering, you request that your full address not be published.
- 11 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, 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.
- 12 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.
- 13 Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at http://www.olgr.nsw.gov.au/dlg_guidelines.asp. Your participation in this competition is subject to each Outlet's liquor serving policy.

Liability

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 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, 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).

- 16 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 prizes. Prizes will only be delivered to addresses in Australia.
- 17 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 18 The information you provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect your personal information (including through its contractors or agents) or disclose your personal information to its contractors and agents to assist in conducting this competition or communicating with you. You consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting you via electronic messaging (and you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility). You can update your personal information or request access to the personal information the Promoter holds about you by contacting the Promoter. All correspondence should be to the attention of the Privacy Officer. A copy of the Promoter's privacy policy can be obtained from the Promoter or from the Promoter's website at www.accolade-wines.com and contains information about:
- a) how you can seek access to the personal information the Promoter holds about you and seek the correction of such information;
 - b) how you can complain about a privacy breach and how the Promoter will deal with such a complaint; and
 - c) whether your personal information the Promoter holds will be provided to overseas companies, and if so, in which countries those companies are located.
- 19 If you have selected the option to receive information and offers from Australian Cricket, you understand and agree that Cricket Australia also collects your personal information, including on behalf of State or Territory cricket associations, including the Big Bash League teams (together, **Australian Cricket**) to communicate with you, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at www.cricket.com.au/privacy or by emailing privacy@cricket.com.au), and that the personal information you provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how you may access and seek to correct your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if you opt in to receive those offers. You can request to access, update or correct any personal information Australian Cricket holds about you by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to privacy@cricket.com.au.