

TERMS & CONDITIONS - CAMPBELLS WINES

Terms and Conditions of Entry for the Campbells Wines 'Campbells Christmas' Giveaway (Promotion)

1. These terms and condition of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Campbells Wines Pty Ltd, ABN 30 143 638 895, of 4603 Murray Valley Hwy, Rutherglen, Victoria 3685 (**Promoter**).
3. The Promotion period commences at 12pm Australian Daylight Saving Time (**AEST**) on 24th November 2017 and ends at 11.59pm AEST on 30th November 2017 (**Promotion Period**).
4. Entry in the Promotion is only open to Australian residents aged 18 years and over, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 4(a) of these Terms;
 - (c) persons who have won a prize or prizes valued either individually or collectively at more than \$5,000 (including GST) in any Promotion run by or on behalf of the Promoter within the 12 months prior to the commencement of the Promotion Period;
 - (d) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
 - (e) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrants). The persons referred to in paragraph 4(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

5. Entrants must visit the Campbells Wines Facebook page (<https://www.facebook.com/campbellswines/>), and comment on the designated 'Campbells Christmas' competition post answering the question –who you would like to share a Campbells wine with this Christmas, and why? The most creative answer to the question will win.
6. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process. Errors and omissions will be

accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7. The Promoter reserves the right to remove or edit any content at its sole discretion. This includes:

- personal attacks or potentially defamatory comments;
- material or links posted in potential breach of copyright or for which rights cannot be established;
- potentially misleading statements;
- material that breaches advertising or community standards or codes of practice;
- material that is unrelated to the Promoter, our products or subjects on the page;
- material that is offensive, threatening, abusive, racist, indecent, sexist or harassing in any way;
- material that suggests, incites or condones illegal or irresponsible behaviour; or
- material that portrays or condones the consumption of alcohol or illegal substances or breaches our marketing standards including not marketing to children.

8. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

9. This Promotion is a game of skill and chance plays no part in determining the winners.

JUDGING AND PRIZES

10. Entries will be judged by a representative of the Promoter and will be judged based on originality and creativity of the copy provided to the prompt. The chosen winners will be required to Direct Message the Promoter's Facebook page to arrange delivery of the prize. The Promoter's decision is final and no correspondence will be entered into.

11. There will be two winners. Each winner will receive a 6 pack of Campbells Bobbie Burns 2015 valued at \$132 RRP AUD. The total prize pool is valued at \$264 RRP AUD.

12. Prize claim date for a given prize is within 7 days of the relevant Promotion Period closing. If the prize is not collected within this timeframe then it cannot be claimed or refunded at a later date. Prize will be delivered to the winner once the winner has been selected, and the winner has contacted the Promoter and informed the Promoter of their (the winner's) nominated delivery address. Prize can be shipped to any valid delivery address in Australia.

GENERAL

13. Multiple entries are permitted per person.

14. Eligible Entrants can only enter the Promotion in their own name.

15. Prize are not transferable, exchangeable or redeemable for cash. Prize must be taken as offered and may not be varied.

16. The Promoter shall not be liable for the Prize being lost, stolen, damaged or tampered with in any way before it reaches the winner.

17. If the Promoter is unable to provide a winner with a nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated prize
18. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period.
19. The Prize winner will be:
 - (a) notified by reply comment on the entrant's Facebook post comment
 - (b) asked to private message the Campbells Facebook page to confirm their contact details;
20. In the event that for any reason whatsoever the winner does not take the Prize at the time stipulated by the Promoter then that Prize will be forfeited by that winner and cash will not be awarded in lieu of the Prize. The Promoter reserves the right to distribute the unclaimed Prizes to the next best ranking entry or entries (as applicable), as determined by the Promoter in its sole discretion. Winners of an unclaimed Prize will be notified via Facebook.
21. If, for any reason, the Promotion is not capable of being run as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State and Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
22. The Promoter is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the internet or any website, or any combination thereof (including, but not limited to) any injury or damage to participants or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.
23. Acceptance and use of the Prize is subject to terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with the Prize
24. Any Eligible Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
25. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
26. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
27. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award the prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each entrant consents to disclosing their personal information to the Promoter and the Promoter using, and disclosing their personal information to the Promoter's related entities, the Promoter's agencies and other third parties engaged to

provide services in connection with the Promotion (including suppliers of Prizes for use for, the following purposes:

- (a) contacting the entrant in relation to the Promotion;
- (b) improving the Promoter's or the Promoter's related entities' goods and services; and
- (c) in the Promoter's and its agencies' case, the purposes set out in the Promoter's privacy policy (available on the Promoter's website <http://www.campbellswines.com.au/misc/website-terms-and-conditions>).

The Promoter may disclose entrants' personal information to relevant authorities in each relevant State and Territory, and the winner's name and State/Territory of residence may be published in accordance with these Terms and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <http://www.campbellswines.com.au/misc/website-terms-and-conditions>

The entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. Withdrawal of consent by an entrant will disqualify the entrant from the Promotion unless the Promoter, in its sole discretion, determines otherwise. Entrants can also gain access to, update or correct any personal information held by contacting the Promoter at the details listed in paragraph 2 of these terms. All personal information will be stored at the office of the Promoter.

28. By entering the Promotion, entrants agree and acknowledge:

- (a) they may be contacted by the Promoter (or an agent of the Promoter) to provide comments about the Promotion and the Promoter (or an agent of the Promoter) may take photos or recordings of them;
- (b) the Promoter may use any comments obtained from them, their name, and/or likeness and any photos or recordings taken of them (the **Materials**) for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
- (c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at any time, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence). The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
- (d) they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose it determines;
- (e) they unconditionally and irrevocably:
 - (i) consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given (**Moral Rights**); and
 - (ii) waive all Moral Rights in the Materials that arise outside Australia; and
- (f) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

29. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.

30. Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.

31. All costs associated or arising in connection with the Prize are the responsibility of the Prize winner.

32. Each entrant acknowledges and agrees that it is a condition of participation in the Promotion that the entrant be capable of agreeing to these Terms and giving the consents contained herein.

33. The:

(a) Promoter, the Promoter's related entities, and all agencies associated with the Promotion; and

(b) the employees, agents, directors and contractors, of all entities referred to in paragraph 33(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

34. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

35. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook.

36. Any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.

37. Entrants release Facebook and their associated companies from all liability arising in respect of the Promotion.