



## **TERMS AND CONDITIONS OF ENTRY**

**Promotion:** Win Wine for a Year promo

**Promotion Start Date:** 10am Monday 11 November 2024

**Promotion End Date:** 11:59pm Monday 23 December 2024

**Promoter:** Kedron-Wavell Ltd (ABN 76 860 492 483) 21 Kittyhawk Drive, Chermside Qld 4032

### **PROMOTION SPECIFIC TERMS & CONDITIONS**

1. By entering, claimants agree to be bound by these conditions. Claims must comply with these conditions to be valid. Information on how to claim form part of these terms and conditions.
2. Entry is only open to Australian residents aged 18 years and over, as well as conditions specified in point 3 (three). N:\Supplier Promotions\2024\Win Wine for a Year
3. Entry is only open to members of Kedron-Wavell with a member number from 1 – 599,999 and members of The Sands Social with a member number from 600,000 to 899,999.
4. The following are not eligible to enter this Promotion:
  - a. Current Employees and Board Members of the Promoter.
  - b. Immediate family if they reside in the same household of current Employees or Board Members of the Promoter.
  - c. Partners of Employees or Board Members of the Promoter
  - d. Past Employees and Board Members who were employed by the Promoter in the past six (6) months who have no direct engagement with the same style of promotion.
  - e. Past Employees and Board Members who were employed by the Promoter in the past twelve (12) months who have direct engagement with the same style of promotion.
  - f. Immediate family if they reside in the same household of past Employees or Board Members who were employed by the Promoter in the past six (6) months.
5. To enter an eligible member needs to purchase any 250ml wine in the club, swipe their member's card when making the purchase and they place their entry ticket in the barrel in the foyer of Kedron-Wavell.
6. Draw will take place at 10am Tuesday 12<sup>th</sup> November 2024.
7. The winner drawn will win a year's supply of any Pepperjack or Squealing Pig varieties & A 35 bottle Vintec Wine fridge to put them in.
8. Total prize value is \$3,800.
9. The winner does not have to be present to claim prize.
10. The winners will be drawn at random from a physical barrel.
11. Winners will be notified by phone and email (where possible).
12. The winner will be notified twice and have 48 hours to claim the prize. If they fail to claim the prize within 48 hours, they will forfeit the prize, and another winner will be drawn.

### **GENERAL PROMOTION TERMS & CONDITIONS**

13. By entering, claimants agree to be bound by these conditions. Claims must comply with these conditions to be valid. Information on how to claim form part of these terms and conditions.
14. Claimants are responsible for the collection of the prize from the participating venue at the time of purchase. The promoter is not responsible for delivering for delivering prize to claimants.

15. The promoter shall not be liable for any loss, damage or injury suffered by any claimant as a result of the claimant accepting and/or using a prize, except for any loss, damage or injury which is due to the negligence or willful misconduct of the promoter, or which otherwise cannot be excluded by law.
16. If the prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
17. The promoter reserves the right to include additional promotion periods at any time to their discretion.
18. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering this promotion, each entrant licenses the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes.
19. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant or determine an entrant/winner; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
23. As a condition of accepting the prize, the winner (and any companion/s, power of attorney or registered carer) must sign any legal documentation as and in the form required by the Promoter in its absolute discretion including but not limited to a legal release and indemnity form.
24. The Promoter collects personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
25. Management reserves the right to change the terms and conditions at any time, as they see fit.