# JACOBS CREEK WIN AN EXPERIENCE AT THE AUSTRALIAN OPEN FOR FOUR 2025 PROMOTION

#### **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Australian residents aged 18 or over. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 3. A participating store is any in-store or online Cellarbrations, The Bottle-O, IGA Liquor and independent liquor retailer located in Australia that stocks the Eligible Product (defined below) and displays material relating to this promotion during the Promotional Period (each a "Participating Store").
- 4. Entries into the promotion open at 12:00am AEDT on 1<sup>st</sup> November 2025 and close at 11:59pm AEDT on 5<sup>th</sup> December 2025 ("**Promotional Period**").
- 5. To be eligible to enter, individuals must, during the relevant Promotional Period, purchase any bottle of 750mL Jacob's Creek wine ("Eligible Product") from a Participating Store ("Qualifying Transaction"). Individuals must ensure that they receive a purchase receipt for their Qualifying Transaction to ensure they are compliant with the terms and conditions. In the event a purchase receipt is not automatically provided at the point of purchase, it is the responsibility of the individual to request one.
- 6. To enter, individuals must then, during the relevant Promotional Period, visit https://jacobscreekpromotions.com.au/tennis, follow the prompts to the promotion entry page, input the requested details (including first name, last name, email address, mobile, State/Territory of residence, postcode, brand of Eligible Product purchased and the Participating Store) upload a photo of their purchase receipt and submit the fully completed entry form.

### **INSTANT PRIZES**

- 7. Once the fully completed entry form is submitted, entrants will be notified instantly on screen, in writing, whether or not they are a provisional instant prize winner, subject to validation. Entrants will also receive an email confirmation of the message they see on screen. Validated Instant Prize winners will have their first name initial, surname, and postcode published on https://www.jacobscreekpromotions.com.au/tennis/winners every Tuesday starting from 4<sup>th</sup> November 2025.
- 8. There will be a total of two hundred (200) \$50 Australian Open Store eGift Cards to be won during the Promotional Period (each an "**Instant Prize**").

#### **MAJOR PRIZE**

9. There will be one (1) draw conducted at the end of the Promotional Period ("**Prize Draw**"). The Prize Draw will take place at Suite 4, Level 2, 63-73 Ann Street, Surry Hills NSW 2010 at 11am AEDT on 8<sup>th</sup> December 2025 in the presence of an

independent scrutineer. The Promoter may draw additional entries and record them in order in case an invalid or ineligible entrant is drawn The winners will be notified via phone and writing within two (2) business days of the Prize Draw and have their first name initial, surname, and postcode published on https://www.jacobscreekpromotions.com.au/tennis/winners from 12<sup>th</sup> December 2025.

- 10. The first (1) valid drawn winner will win an Australia Open Experience for four (4) people valued at \$12,335. The Australian Open Experience includes:
  - o Four (4) x 2026 Australian Open tickets valued up to \$500 each
  - Return economy airfares for four (4) people from winners nearest Australian capital city to Melbourne, VIC
  - All airline and airport taxes
  - o Return private transfers from the airport to the accommodation
  - 3 nights, 4-star accommodation in Melbourne CBD 2x twin rooms (or similar) with breakfast included
  - \$2000 AUD spending money

## **GENERAL**

- 11. All Australian Open tickets are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2026, see here: <a href="https://www.tennis.com.au/doc/ao26-ticket-conditions-of-sale-and-entry">https://www.tennis.com.au/doc/ao26-ticket-conditions-of-sale-and-entry</a>. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- 12. Additional spending money additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Australian Open 2026 taking place 12/01/26 until 01/02/26. The prize is subject to booking and flight availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. The winner and their companion must depart from and return to the same departure point and travel together. It's the winner's responsibility to organise transport to/from airport departure/return point. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. No compensation or alternative travel plans will be arranged should the prize winner and/ or their travel companion miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and their travel companion.
- 13. All bookings and documentation regarding the Major Prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the Major Prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable. The winner is responsible for amendment fees issued by airlines or suppliers once booking is confirmed and ticketed. The winner and their travel companions must have valid travel insurance for their period of travel.
- 14. Subject to validation, the Australian Open Shop eGift Card will be delivered via email within seven (7) business days to the email address advised at the point of entry.

- 15. The Australian Open Shop eGift Card subject to partner terms and conditions: <a href="https://australianopenshop.com/pages/terms-conditions">https://australianopenshop.com/pages/terms-conditions</a>
- 16. Any ancillary costs associated with redeeming the eGift Card are not included. Any unused balance of the eGift Card will not be awarded as cash. Redemption of the eGift Card is subject to any terms and conditions of the issuer including those specified on the eGift Card.
- 17. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the number of Eligible Products purchased in excess of one (1) in the transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
- 18. Only one (1) prize is permitted per person, excluding South Australian residents.
- 19. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify that the purchase was made during the Promotional Period but prior to entry. Purchase receipt(s) must clearly show a Participating Product purchased in full and from a Participating Store. Screenshots of bank statements or bank transactions are ineligible and will result in invalidation.
- 20. The Promoter/Tennis Australia Limited reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter/Tennis Australia Limited has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's/Tennis Australia Limited's discretion. Failure by the Promoter/Tennis Australia Limited to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's/Tennis Australia Limited's legal rights to recover damages or other compensation from such an offender are reserved.
- 21. Incomplete or indecipherable entries will be deemed invalid.
- 22. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 23. The Promoter's decision is final, and no correspondence will be entered into.
- 24. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
- 25. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

- 26. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of that prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 27. Total prize pool is valued up to \$22,335 AUD.
- 28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 29. A draw for any unclaimed prizes may take place on 22<sup>nd</sup> December 2025, at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within two (2) business days of the draw and their details (first initials, last names and postcodes) will be published online at https://www.jacobscreekpromotions.com.au/tennis/winners on 24<sup>th</sup> December 2025. The drawn winner(s) in an unclaimed prize draw will be deemed a provisional winner, subject to verification by the Promoter that all Terms and Conditions have been satisfied.
- 30. In the event of war, terrorism, state of emergency, government lockdown, pandemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- 31. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 32. Entrants consent to Tennis Australia Limited using their personal information and photography/recording image while participating in any activity or event run by Tennis Australia which constitutes part of the Prize. Entrants agree any such photographs, electronic images, sound recording or video footage may be used by Tennis Australia in resources and reports, promotional, advertising or marketing materials without any further notice or payment to the individual.
- 33. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter/Tennis Australia Limited reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 35. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 36. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the

ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter/Tennis Australia Limited (including its respective 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.

- 37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter/Tennis Australia Limited (including its respective officers, employees and agents) is not responsible for and 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: (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/Tennis Australia Limited) 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; (f) if the 2026 Australian Open is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter/Tennis Australia Limited or (g) taking of the prize.
- 38. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://vinarchy.com/privacy-policy/">https://vinarchy.com/privacy-policy/</a>. In addition to any use that may be outlined in the Promoter's Privacy Policy, if the entrant selects to opt into receiving direct marketing information, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research, profiling and direct marketing purposes, including sending emails or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out of receiving direct marketing communications from the Promoter and access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter The Promoter may only disclose entrants' personal information to any entity outside of Australia in accordance with its Privacy Policy.
- 39. The Promoter is Vinarchy Limited Australia (ABN 86 008 273 907) of Level 10, 10 Franklin Street, Adelaide SA 5000, telephone (08) 8392 2222 ("**Promoter**").

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