AVL – WIN \$5K LIQUOR LEGENDS EXCLUSIVE 2025

TERMS AND CONDITIONS

- 1. Information on how to enter and the prize 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 years or over who are Liquor Legends Rewards members. For clarity, individuals who are not current Liquor Legends Rewards members can sign up to become a Liquor Legends Rewards member during the Promotional Period. However, individuals must be registered Liquor Legends Rewards members prior to making a Qualifying Transaction (defined below).
- 3. Entries into the promotion open on 22/10/2025 and close at 11:59pm AEDT on 11/11/2025 ("Promotional Period").
- 4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, exspouse, 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.
- 5. A "Participating Store" is any Liquor Legends nationally, including at www.liquorlegends.com.au, that stocks the Eligible Product and advertises the promotion during the Promotional Period ("Participating Store").
- 6. To be eligible to enter and receive an automatic entry into the draw, individuals must, in a single transaction, purchase one (1) bottle of an Eligible Product at a Participating Store during the Promotional Period and scan/enter their Liquor Legends Rewards card at the time of completing their transaction ("Qualifying Transaction").

("Eligible Products")

- a) Lemsecco
- b) McGuigan wine
- c) Nepenthe wine
- d) Tempus Two wine

PRIZE DRAW

- 7. The Prize Draw will take place at Suite 4, Level 2, 63-73 Ann Street, Surry Hills NSW 2010 at 11:00am AEDT on 12/11/2025. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by email and phone within two (2) business days of the draw and their first name initial, last name, and postcode will be published online at www.liquorlegends.com.au/competitions on 14/11/2025.
- 8. The first (1) valid entry drawn will win \$5,000 AUD cash. The cash prize will be awarded in the form of an electronic funds transfer (EFT) to be deposited into the winner's nominated Australian bank account. Winners are responsible for providing full and accurate bank details/ The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.

GENERAL

- 9. The Promoter 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 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 discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. In addition to the above, the Promoter reserves the right to invalidate entries where multiple entries have been submitted using the same receipt or receipt number, where the same receipt or receipt number is used by multiple entrants, or where entrants submit multiple entries with slight variations in email addresses or other details. Any attempt to jeopardise the integrity of the Promotion will, in the absolute discretion of the Promoter, render all suspicious and/or questionable entries invalid. If the Promoter suspects that there has been any sharing of receipts or manufacturing fake/duplicate receipts, for the purposes of submitting multiple invalid entries, the Promoter reserves the right to invalidate those entries without further notice to entrants.
- 14. Incomplete or indecipherable entries will be deemed invalid.
- 15. The Promoter's decision is final, and no correspondence will be entered into.
- 16. Total prize pool is valued at \$5,000 AUD.
- 17. The prize is not transferable or exchangeable unless otherwise specified.
- 18. 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.
- 19. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

- 20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by 02/12/2025, then the prize will be forfeited.
- 21. A draw for an unclaimed prize may take place on 03/12/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by email and phone within two (2) business days of the draw and their first name initial, last name, and postcode will be published online at www.liquorlegends.com.au/competitons on 05/12/2025.
- 22. 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.
- 23. 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 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.
- 24. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, 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.
 - 25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
 - 26. 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.
 - 27. 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 (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.
 - 28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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) 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 a prize.

- 29. 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 http://www.australianvintage.com.au/terms-and-policies/. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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.
- 30. The Promoter is Australian Vintage Ltd (ABN 78 052 179 932) of 2 Queens Place, Balmain NSW 2041. Telephone 02 8345 6377.

Permits: ACT Permit No. TP 25/XXXX, SA Permit No. T25/XXXX