



Terms and Conditions

Win with Wine Stash and Neighbourhood Cellars

By entering the Neighbourhood Cellars promotion 'Win with Wine Stash and Neighbourhood Cellars', you are agreeing to the following terms and conditions:

1. STANDARD TERMS

1.1 The promotion is organised by Neighbourhood Cellars (ABN: 33 649 294 780), 18 Little Bourke Street, Surry Hills Australia.

Neighbourhood Cellars will be referred to in these terms and conditions as 'The Promoter.'

1.2 Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these conditions of entry.

1.3 If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

1.4 All people who respond to this promotion, regardless of whether they have a valid entry to the competition agree to receive communication from Signature Prints on marketing promotions, offers, news & updates and other information.

2. WHO CAN ENTER

2.1 Subject to clause 2.2 entry is open to all people aged 18 years and older only, at the date of entry in order to be eligible to enter the competition.

2.2 Directors, management, employees and their immediate families of Planitree are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

3. HOW TO ENTER

3.1 The promotion commences 12.01am AEDT 1/10/2021 and closes at 11:59pm AEDT on 31/10/2021 (“Promotional Period”).

3.2 To enter, individuals must complete their contact details and all the questions on the promotional site. One entry will be received by each person completing the information on the promotional site.

3.3 A responder may receive an additional entry into the promotion by referring a friend. A referral means to provide the first name, last name, email address of a friend.

3.4 The time of entry will, in each case, be the time that the entry is received on the Hyper Hub platform.

3.5 The Promoter, their agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.

3.6 Incomprehensible and incomplete entries will be deemed invalid.

3.7 Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.

4. DRAW AND NOTIFICATION OF WINNER

4.1 Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 and 3 will be entered in the prize judging. Draw to take place at 11:00AM AEST on 2nd November by approved software.

4.2 Should an entrant’s contact details change during the Competition Period, it is the entrant’s responsibility to notify the Promoters. A request to access or modify any information provided in an entry should be directed to the Promoters.

4.3 There will be one Major prize winner selected from all valid entries. Winners must be aged 18 years or older.

4.4 The Promoters’ decision in relation to any aspects of the competition is final and the Promoters will not enter into any correspondence regarding the result.

4.5 It is a condition of accepting the Prize that the Prize Winner may be required to sign a legal release in a form determined by the Promoters in its absolute discretion.

4.6 Entries not completed in accordance with these Terms and Conditions will not be considered valid and will not be included in the judging. Indecipherable or incomplete entries will be deemed invalid.

4.7 The Promoters reserve the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bills) in order to claim the prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the

Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

4.8 The Promoters reserve the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoters, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions or entry, or who has, in the opinion of the Promoters, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or Promoters. The Promoters reserve the right to disqualify a winner if the Promoters become aware that the winner and/or the winner's entry is of a type described in this clause.

4.9 The Prize Winner will be notified via email before the 15th November 2021.

5. THE PRIZE

5.1 There will one (1) Prize Winner. The prize winner will receive:

- \$500 voucher to put towards your Wine Cellar Kit
- Wine from Neighbourhood Cellars valued up to \$80 in total

5.2 The Prize Winner must provide proof of identity before redeeming any Prize and the Promoters may declare a Prize unclaimed if a winner is unable to prove their identity to the reasonable satisfaction of the Promoters.

5.3 The Prize Winner agrees that the Prize, as described in paragraph 5.1 constitutes the total prize given by the Promoter and that all additional costs are the responsibility of the Winners.

6. TERMS APPLICABLE TO THE PRIZE

6.1 The Prize Winner will receive the prize as outlined in 5.1 and will be contacted before 16th September 2021 to confirm winning the prize.

6.2 The Prize Winner will be subject to and must abide by the Terms and Conditions of all Prize Provider's and associated third parties. Any breach of such terms and conditions may affect the ability to receive benefits of the prize. In that case, such benefits will be forfeited.

6.3 If for any reason the Prize Winner is unable to accept their Prize, they will forfeit the Prize and no compensation will be given in lieu.

6.4 The Promoters accept no responsibility for any variations in the value of the prize as quoted in these terms and conditions. In the event that the Prize components as listed cannot be offered at the time of fulfilment at the fault of the promoter, a replacement prize will be offered of equivalent value (at the combined discretion of the Promoters).

6.5 In participating in the prize, the Prize Winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The Prize Winner grants the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the Prize Winner will not be entitled to any fee for such use.

6.6 The Prize Winner must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the Prize Winner is an eligible entrant (as per clauses 2.1, 2.2) and has complied with these terms and conditions.

7. NO LIABILITY

7.1 The Promoters shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. Neither are the Promoters responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with, or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition, including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.

7.2 If for any reason, this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve the right, in their sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the competition subject to any written directions given under State Legislation.

7.3 Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

7.4 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees and The Promoter (including their respective officers, employees and agents) exclude 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.

7.5 The Promoters reserve the right, in its sole discretion, to disqualify any individual who the Promoters have reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the

fair and proper conduct of the promotion. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

8. PRIVACY CONSENT

PRIVACY STATEMENT: Neighbourhood Cellars 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. Neighbourhood Cellars will also use and handle PI as set out in its privacy policy, which can be accessed by visiting their website. In addition to any use that may be outlined in the Neighbourhood Cellars Privacy Policy, Neighbourhood Cellars may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to Neighbourhood Cellars and direct any complaints regarding treatment of their PI according to the Privacy Policy.

8.1 To provide you with this promotion, the Promoters need to collect personal information about you. If you do not provide the information requested, the Promoters may not be able to provide you with the promotion entry.

8.2 Each entrant agrees that subject to the Privacy Act, the Promoter or their agents may do the following:

- a) transfer personal information confidentially to the Promoter or other organisations that provide services in relation to this promotion;
- b) disclose personal information to State and Territory lottery departments;
- c) publish the winners' names as required under applicable law;
- d) use the prize winners' personal information in any media for publicity purposes associated with the promotion without any further payment or other compensation, unless the prize winner otherwise notifies the Promoters at the time of accepting the prize.

8.3 Entry details remain the property of Neighbourhood Cellars, and their related entities and are collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The entrant may request access to his or her personal information.