

Local Liquor Exclusive Promotion | Pierre D'Amour

PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) 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 NSW and ACT residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores 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, in-laws, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousins.
4. Entries into the promotion open at 9:00am AEDST on 02/10/2024 and close at 11:59pm AEDST on 30/11/2024 ("Promotional Period").
5. A participating store in any store in NSW and ACT that sell Pierre D'Amour products ("Participating Store").
6. To be eligible to enter, individuals must purchase any bottle from the Pierre D'Amour range at any store during the Promotional Period ("Qualifying Transaction").
7. To enter, individuals must then complete the official online entry form, attach the original purchase receipt and submit via <https://www.pierredamour.com/competition> during the Promotional Period.
8. Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per Qualifying Transaction regardless of the number of bottles from the Pierre D'Amour 750ml range purchased in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of five (5) entries per person per day is permitted.
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 jeopardize 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. Incomplete or indecipherable entries will be deemed invalid.
11. 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.

12. The draw will take place at 1283 Brayne Road, Griffith, NSW 2680 on 05/12/2024 at 9:00am AEDST. 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 their name will be published online at <https://www.pierredamour.com/competition> by 6/12/2024.

13. The Promoter's decision is final and no correspondence will be entered into.

14. The first valid entry drawn will win a dining experience at the Meat & Wine Co valued at \$250. The second valid entry drawn will win a dining experience at the Meat & Wine Co valued at \$250. The third valid entry drawn will win a dining experience at the Meat & Wine Co valued at \$250.

15. The winning prize of the dining experience cannot be redeemed for cash or used for any other circumstances.

16. The dining experience cannot be regifted or used for any other person(s) other than the winner.

17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take/redeem the prize (or part of the prize) at/by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited.

18. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.

19. The prize is not transferable or exchangeable and cannot be taken as cash.

20. A draw for the prize, if unclaimed, may take place on 16/12/2024 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 their name will be published online at <https://www.pierredamour.com/competition> from 17/12/2024.

21. 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.

22. 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.

23. 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.

24. 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/the prize.

25. The Promoter encourages consumers to enjoy alcohol responsibly. Legal-aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol#block-views-block-file-attachments-content-block-1>

26. 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 www.calabriawines.com.au/privacy-policy. 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 and profiling purposes, including sending electronic messages to the entrant. The Privacy Policy also contains information about how entrants may opt out, 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 will not disclose PI to any entity outside of Australia.

27. The Promoter is Calabria Family Wines (ABN 73 074 534 295) of 1238 Brayne Road, Griffith NSW 2680, telephone 02 6969 0800 (“Promoter”).