

Ritchies Heres to Nott Cookbook “Off-Premise” Promotion

Conditions of entry

- 1 Information regarding gifts and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2 Entry is open only to Australian residents aged 18 or over except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies or companies associated with this promotion.
- 3 The offer begins at 9.00am (AEDT) on 28th May 2012 and ends at 11.59pm (AEDT) on 30th June 2012 or when all gift stocks are exhausted, whichever occurs sooner (**Offer Period**).
- 4 During the Offer Period, this promotion will be conducted at selected Ritchies Liquor outlets (**Outlets**) in Victoria and New South Wales on the dates nominated and advertised by each Outlet.
- 5 To claim a gift consumers must, during the Offer Period, purchase, in one transaction, any four 750ml bottles of Hardys Nottage Hill (**Eligible Purchase**) from a participating Outlet, for off premise consumption, to receive a gift (subject to gift stocks remaining in that Outlet).
- 6 Consumers may enter as many times as they wish, provided that each entry is based on a separate Eligible Purchase.
- 7 Each gift is a Fast Ed Cookbook valued at \$34.99 (inc GST). There are 820 gifts available in total and at least 20 gifts will be provided at each Outlet, but for the avoidance of doubt, Outlets may receive more than 20 gifts. The total value of gifts available is \$28,691.80 (inc GST).
 - New South Wales: up to 1 participating Outlet, total NSW prize pool up to \$699.80 (inc GST); and
 - Victoria: up to 22 participating Outlets, total VIC prize pool up to \$27,992.00 (inc GST).
- 8 Each gift recipient must, at the Promoter’s request, participate in all promotional activity (such as publicity and photography) surrounding the receipt of any gift, free of charge, and they consent to the Promoter using their name and image in promotional material.
- 9 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person’s negligence) in connection with this offer or accepting or using any gift, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 10 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage that occurs to gifts whilst they are displayed on premise at any Outlet.
- 11 If any gift claim is deemed by the Promoter not to comply with these conditions of entry, the gift claim will be discarded.
- 12 Any unclaimed gifts remaining at any Outlet at the end of the Offer Period will be randomly distributed by Outlet staff to patrons at the relevant Outlet.
- 13 The Promoter may require gift recipients to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter’s discretion.
- 14 The Promoter may, in its sole discretion, disqualify all gift claims from, and prohibit further participation in this offer by, any person who tampers with or benefits from any

tampering with the claim process or with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person.

- 15 Gifts are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in gift value. If a gift is unavailable for any reason, the Promoter may substitute for that gift another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant gaming authorities if required.
- 16 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 Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <http://nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. Participation in this promotion is subject to each Outlet's liquor serving policy.
- 17 If for any reason any aspect of this promotion is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected gift claims, subject to the approval of the relevant gaming authorities, if required.
- 18 The Promoter is not liable for any tax implications arising from the receipt of gifts. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 19 The information entrants provide will be used by the Promoter for the purpose of conducting this offer. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this promotion or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address below.
- 20 The Promoter is Accolade Wines Australia Limited (ACN 008 273 907), Reynell Road, Reynella SA 5161.