

Mumm Sheridan Promotion

Terms and Conditions

Promoter	Pernod Ricard Winemakers Pty Ltd (ABN 75 007 870 046), Tower 1, Level 43, 100 Barangaroo Avenue, Barangaroo NSW 2000.
Competition Period	12.01am (AEST) 21/08/2023 to 11.59pm (AEDT) 24/10/2023
Who can enter?	Only Australian residents who are aged 18 or over;
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Where will the competition run?	The competition will run in participating Cellarbrations, IGA Liquor, The Bottle-O and Porters Liquor licensed outlets (including online) which are displaying promotional material (Outlets) in Australia. The Outlets include the online stores at www.cellarbrations.com.au , www.igaliquor.com.au , www.thebottle-o.com.au and www.portersliquor.com.au .
Website	www.winning-drinks.com/mummsheridan
Qualifying Purchase	Any 750mL Mumm product.
Entry instructions	To enter, you must, during the Competition Period: (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (b) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information to be entered automatically into the draw. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
How many winners will there be and how will they be chosen?	There will be 50 winners determined in respect of this competition. There will be 1 draw conducted. The draw will be held at 2pm (AEDT) on 07/11/2023 at Gadens, Level 13, 447 Collins Street, Melbourne, VIC 3000. The first 50 valid entries drawn randomly from the entries received during the Competition Period will win a prize. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
What can I win?	There are 50 prizes available. Each prize is a Sheridan package valued at \$250 and includes:

	<p>a) a personalised Sheridan bathrobe with up to 9 characters of personalisation (to be organised by the Promoter) (delivery included), valued \$150; and</p> <p>b) a \$100 Sheridan digital gift voucher.</p> <p>Max 1 prize per person (except for SA residents).</p>
Total prize pool	The total prize pool is \$12,500.
How many times can I enter?	You can enter once per receipt, and a maximum of 5 times during the Competition Period. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	<p>Winners will be notified by email within 5 business days of determination.</p> <p>Winners will have their name and postcode published on the Website on 14/11/2023 for a period of 28 days.</p>
Unclaimed prize/s	<p>Prize claim date: 5pm (AEDT) 01/12/2023.</p> <p>Unclaimed prize determination: 12pm (AEDT) 04/12/2023 at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prizes amongst valid entrants who (if possible) have not already won an unclaimed prize. Any winners will be informed in writing by email within 5 business days of determination and have their name and postcode published on the Website on 11/12/2023 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 12/01/2024.</p>
Collection and use of your personal information	<p>If you are a winner, the Promoter may ask you to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or the Promoter's agents or contractors. Your personal information is being collected by the Promoter to include entrants in the promotion and where appropriate award prizes. If you fail to provide the personal information that is being requested you may not be able to enter this trade promotion, receive a prize, deal with your complaint or receive marketing information (as applicable). The Promoter may also share your personal information with other companies or individuals who assist us in providing products or services or who perform functions on its behalf (such as direct marketing companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient it is likely to be to one of the countries identified in its Privacy Policy. The Privacy Policy explains how you may seek correction to personal information the Promoter holds and how to make a complaint and is available at www.pernod-ricard-winemakers.com.</p>
Responsible drinking	<p>Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>
Permit numbers	Authorised under:

	<p>ACT Permit No. TP23/00981</p> <p>SA Licence No. T23/760</p> <p>NSW Authority No. TP/02406</p>
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- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). If online or SMS entry is available, you will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 5 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

- 6 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 8 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 9 If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or

reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.

- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 11 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 13 If publication will take place, by entering, you request that your full address not be published.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.

Liability

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.