

TEMPUS TWO – FRENCH CONNECTION PROMOTION (“PROMOTION”)

TERMS & CONDITIONS

1. The Promoter is Australian Vintage Pty Ltd, (ABN 78 052 179 932) of 2 Queens Place, Balmain NSW 2041, referred to herein as 'Tempus Two' ("**Promoter**").
2. The Promotion is administered by TLC Marketing Worldwide Asia Pacific Pty Ltd, ABN 75 622 802 180, Level 13, 333 George Street, Sydney NSW, 2000, Australia ("**TLC**"). All correspondence regarding this Promotion should be directed to this address.
3. Instructions on how to enter and claim form part of these terms and conditions.
4. Participation in this Promotion is deemed acceptance of these terms and conditions.

CONDITIONS OF ENTRY

5. This Promotion is only open to Australian residents aged 18 years and over. Employees (and their immediate families) of TLC and the Promoter and agencies associated with this Promotion are ineligible to participate in this Promotion. 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, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

KEY DATES

6. The Promotion is open for Qualifying Purchases (defined below) made between 12.01am AEST on 18/7/2019 and 11.59pm on 22/09/2019 ("**Purchase Period**").
7. The Claim Period opens 12.01am on 18/7/2019 and closes 11.59pm on 6/10/2019 ("**Claim Period**").
8. The Redemption Period opens 12.01 am on 18/7/2019 and closes 11.59pm on 6/1/2020. Once redeemed, customer has 24 hours to use the reward voucher code or by 7/1/2020, whichever is first. ("**Redemption Period**")

HOW TO ENTER

9. To be eligible to participate in the Promotion, entrants must:
 - Purchase a bottle of Tempus Two Wine in any Australian Independent retailer, during the Purchase Period ("**Qualifying Purchase**"). Entrants must retain their purchase receipt(s) for all entries. **Each entry will require a separate receipt.** In the event a purchase receipt is not automatically provided to them it is the entrant's responsibility to request one.
10. Entrants must then:
 - Visit www.tempustwo.com.au/comp during the Claim Period, clear the age gate, input the requested details and upload an image of their proof of purchase (receipt).
 - Accept the promotional terms and conditions
 - The reward available is a \$20 French Connection voucher code

- Qualified Customers will receive an email with one (1) Unique Access Code for every Qualifying Purchase within 2 business days of submitting their claim ("**Unique Access Code**");
- All Unique Access Codes are valid for three (3) months from date of issue.
- When ready to redeem their reward, entrants must complete the following steps for each Unique Access Code received.

To redeem their reward of a \$20 voucher code for French Connection, which is valid for use for 24 hours only; visit www.tempustwo.com.au/comp, go to 'Access Your Reward' and enter the Unique Access Code provided to them in the email sent to their registered email address.

11. Entrants who perform the above steps (each a "**Qualified Customer**") will receive an email containing one (1) \$20 French Connection Code for use at www.frenchconnection.com.au (the "**Reward**"). All French Connection codes are available for use for **24 hours only**. The email will detail exactly how to redeem the Reward at the website.
12. Multiple claims permitted, subject to the following:
 - (a) Qualified Customers may only claim one (1) Reward per Qualifying Purchase receipt. The receipt cannot be used more than once to claim, even if there were multiple bottles purchased. 1 receipt = maximum 1 claim)
 - (b) Each claim must be submitted separately and in accordance with these terms and conditions;
 - (c) Only one (1) Unique Access Code per claim is permitted;
 - (d) The same Unique Access Code cannot be used more than once;
 - (e) Unrecognised Unique Access Codes will be deemed invalid;

OTHER GENERAL TERMS & CONDITIONS

26. Qualified Customers must retain their original purchase receipt for all claims as proof of purchase. Failure to produce the proof of purchase when requested may, at the absolute discretion of the Promoter or TLC, result in invalidation of a Qualified Customer's claim (and/or all claims submitted by the Qualified Customer) and forfeiture of any right to a Reward.
27. If there is a dispute as to the identity of a Qualified Customer, TLC or the Promoter reserves the right, in their sole discretion, to determine the identity of the Qualified Customer.
28. The Promoter or TLC reserve the right to request Qualified Customers to provide proof of identity in order to claim the Reward. Identification considered suitable for verification is at the discretion of TLC or the Promoter. In the event that a Qualified Customer cannot provide suitable proof, the Qualified Customer will forfeit the Reward in whole and no substitute will be offered.
29. The Promoter and TLC's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.

30. Incomprehensible, indecipherable and incomplete entries / proof of purchase may at TLC's discretion be deemed invalid and not eligible for Reward.
31. The Reward is personal to each Qualified Customer, and cannot be exchanged, transferred, shared or assigned in any manner. Rewards cannot be used or redeemed in conjunction with any other Promotion.
32. Promotion is available online only and therefore access to the internet is required to participate in this Promotion. Any cost associated with accessing the promotional website is the Qualified Customer's sole responsibility and is dependent on the Internet service provider used by the Qualified Customer.
33. The Promoter (including its directors, officers, employees and agents) and TLC reserve the right, at any time, to verify the validity of claims and the Qualified Customer (including a Qualified Customer's identity, age and place of residence) and reserve the right, in their discretion, to disqualify any individuals who they have reason to believe has breached any of these terms and conditions, tampered with the claim 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 and TLC's discretion. The Promoter's and TLC's legal rights to recover damages or other compensation in such circumstances are reserved.
34. Failure by the Promoter or TLC to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoter's and TLC's legal rights to recover damages or other compensation arising as a result of such conduct are reserved.
35. The Promoter (including its directors, officers, employees and agents), TLC, its respective agents, reward providers and distributors are not liable for lost, stolen or damaged Rewards, and to the extent permitted by law do not make any contractual promise or representation regarding the quality and/or availability of the services offered and cannot be held liable for any resulting personal loss or damage.
36. The Reward is subject to availability. If the Reward is unavailable, for whatever reason, TLC reserves the right to substitute the Reward for a Reward of equal or greater value and/or specification, subject to any written directions from a regulatory authority.
37. The Promoter or TLC reserve the right to vary the terms of the Promotion at any time and to withdraw the Promotion without notice.
38. In the event that for any reason whatsoever a Qualified Customer does not take or claim a Reward (or an element of a Reward) at or by the time stipulated by the Promoter or TLC, then that Reward (or that element of the Reward) will be forfeited by the Qualified Customer and cash will not be awarded in lieu of that Reward (or element of the Reward).
39. Except for any liability that cannot be excluded by law, the Promoter (including its directors, officers, employees and agents), TLC and the Reward providers (including their respective officers, employees and agents) are not responsible for and exclude all liability (including for negligence) for: any personal injury, death or harm suffered by a Qualified Entrant or other person who redeems the Reward (and Qualified Entrant releases Promoter and TLC from any such liability – including any other person who redeems the Reward); or any loss or damage (including loss of opportunity), whatsoever, whether direct, indirect, special or consequential, arising in any way out of:

- i. any technical difficulties or equipment malfunction (whether or not under the Promoter's or TLC's or Rewards provider's control);
 - ii. any theft, unauthorised access or third party interference;
 - iii. any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or TLC or Rewards provider) due to any reason beyond the reasonable control of the Promoter or TLC or Rewards provider;
 - iv. any variation in Reward value to that stated in these terms and conditions;
 - v. any tax liability incurred by a Qualified Customer or claimant; or
 - vi. the use and/or taking of a Reward.
40. Should a Qualified Customer's contact details change during the Promotion, it is the Qualified Customer's responsibility to notify TLC. A request to access or modify any information provided in claim/entry should be directed to TLC.
41. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason, including by outside act, agent or event that is beyond the reasonable control of the Promoter and TLC, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter or TLC reserves the right, in their sole discretion, to the fullest extent permitted by law:
- i. to disqualify any Qualified Customer; or
 - ii. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
42. The terms of the Reward are as stated in these terms & conditions and no other representations (written or oral) shall apply. Nothing in these terms affects any statutory rights a Qualified Customer may have including under the Australian Consumer Law.
43. The entrants consent to the Promoter and TLC using and disclosing their personal information, such as their name, likeness, image and/or voice in the event they are a successful Qualified Customer (including photograph, film and/or recording of the same) in any media for an unlimited period and without remuneration for the purpose of promoting this Promotion (including any outcome) or any further Promotion, and promoting any products manufactured, distributed and/or supplied by the Promoter or TLC.
44. Personal information (PI) is being collected by TLC and the Promoter in order to conduct this Promotion. For this purpose, TLC and the Promoter may disclose PI to third parties, including but not limited to their employees, agents, contractors, service providers, suppliers and, as required to under any applicable law, to regulatory authorities. Participation is conditional on a claimant providing TLC and the Promoter this PI. TLC will use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://www.tlcmarketing.com/legal-stuff>. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.tempustwo.com.au/privacy/>. Each Privacy Policy also contains information about how Qualified Customers may opt out, access, update or correct their PI, how Qualified Customers may complain about the treatment of their PI, and how those complaints will be dealt with, subject to the consent that a claimant provides above at clause 43 above. The Promoter and TLC may disclose personal information to entities outside of Australia (for a list of countries, see the Promoter's or TLC's Privacy Policies).

CONDITIONS ATTACHING TO THE REWARD:

French Connection - 1 x French Connection \$20 Voucher Code

- Each French Connection Reward is awarded as a French Connection Voucher Code, is valid for single use and is valid ordering online at www.frenchconnection.com.au
- Each French Connection voucher code is only redeemable at frenchconnection.com.au and cannot be used in-store, or on any other website selling French Connection product.
- Each French Connection voucher code can only be applied to product, it cannot be used to discount shipping. Each French Connection voucher code is valid for 24 hours only.
- Each French Connection voucher code is not valid for use in conjunction with any other offer.
- Each French Connection voucher code has no cash value and is not for resale.
- Each French Connection voucher code is not transferable.
- It is the responsibility of the holder to use French Connection Code by the specified expiry date (24 hours from voucher code issued). French Connection voucher code has been awarded with the understanding that codes will not be extended or replaced. Should the total cost of the purchase exceed the \$20 voucher code, the customer will be responsible for paying this difference with the payment method of their choice.
- French Connection voucher code will apply a discount if recognised on French Connection website.
- The voucher code cannot be refunded. Any purchase is final, and once applied to a transaction, cannot be refunded or reused.
- Full terms and conditions for use of French Connection voucher codes can be found at www.frenchconnection.com.au