

TEMPUS TWO SPARKLING FLUTES PROMOTION

TERMS AND CONDITIONS

1. Instructions, gifts and information on how to participate in the offer form part of these terms and conditions (**Terms and Conditions**). By participating, claimants accept these Terms and Conditions.
2. The promoter is Australian Vintage Ltd (ACN 052 179 932) of 2 Queens Place, Balmain NSW 2041 (**Promoter**), telephone (02) 8345 6377.
3. Offer open to Australian residents 18 years and over. The offer is limited to Bottlemart outlets that have been invited by the Promoter to participate (**Participating Outlet**).
4. The offer commences on 13 November 2019 and closes at 11:59pm AEDST on 27 November 2019 or while stock of gifts last (**Offer Period**).
5. To redeem a gift, individuals must purchase, in a single transaction, two (2) or more 750ml bottles from the Tempus Two Sparkling ranges from a Participating Outlet during the Offer Period. If more than two (2) bottles are purchased in a single transaction, a gift will be redeemed for every two (2) bottles purchased.
6. The gift consists of one (1) Tempus Two branded sparkling flute in a gift box. There are 8,400 gifts available.
7. All ancillary costs associated with taking or using the gift are not included and are the responsibility of the claimant. Gifts are not transferable or exchangeable and are not redeemable for cash.
8. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au. Participation in this offer is subject to the licensee's liquor serving policy.
9. If the gift (or part of the gift) is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift (or that part of the gift) with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
10. If this offer 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 claimant; or
 - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the offer, as appropriate.
11. 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, 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 offer.
12. 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 participation or gift 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 gift value to that stated in these Terms and Conditions;
- (e) any tax liability incurred by a claimant; or
- (f) use, loss or damage of the gift.