

**“Win the Moët & Chandon vending machine for your next event - BWS” 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. To the extent of any inconsistency between these Terms and Conditions and any other reference to this promotion, these Terms and Conditions prevail.
2. The promoter is Moët Hennessy Australia Pty Ltd (ABN 26 104 454 604) Level 30, One International Towers Sydney, 100 Barangaroo Avenue, Sydney NSW 2000. Phone: (02) 8344 9900 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. The directors, management and employees (and their immediate families) of the Promoter, Endeavour drinks group 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, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. Promotion commences on the 4<sup>th</sup> of December and ends at 9am AEST on the 31<sup>st</sup> of December at 10pm AEST (“**Promotional Period**”).
6. To enter, individuals must complete the following step(s) during the Promotional Period: purchase any products from the Moët & Chandon range, note the 19 digit unique code from your receipt and enter via <https://bws.com.au/win/moet-chandon> for your chance to win. Products included within the promotion include:
  - Moët & Chandon Brut Impérial Champagne NV 750ml, 375ml & 200ml
  - Moët & Chandon Rosé Impérial Champagne 750ml
  - Moët & Chandon Bursting Bubbles Brut Impérial 750ml
  - Moët & Chandon Grand Vintage Champagne 2009 & 2012 750ml
  - Moët & Chandon Nectar Impérial 750ml
  - Moët & Chandon Ice Impérial 750ml
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7. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an entrant on their entry form will deem their entry invalid
8. Only one entry **per specified purchase requirement OR transaction**
9. Entrants must retain their purchase receipt(s) for all entries as proof of purchase with the 19 digit unique code. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the products purchased, store of purchase and that the purchase was made during the Promotional Period but prior to entry.
10. 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 jeopardise 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.

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 BWS head office- 1 Woolworths Way, Bella Vista NSW 2153 on Monday 6<sup>th</sup> of January 2020 at 10am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The winner(s) will be notified in writing within two (2) business days of the draw, and their name(s) will be published online at [www.bws.com.au](http://www.bws.com.au) from 7<sup>th</sup> January 2020
14. Any SA winners will also be published in The Advertiser (SA) on 10<sup>th</sup> January 2020
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first one valid entry drawn will win the Moet & Chandon vending machine stocked with up to 20L of Moet & Chandon 200ml bottles or to a responsible service level based off confirmed attendees. The vending machine will be delivered to the winners home and the winner will be able to keep the vending machine for no more than 48 hours by which it will then be collected for return to the promoter. Total prize valued at \$2500.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is \$2500. Under no circumstance is the vending machine to be kept for personal use, it will be returned to the promoter within the specified terms in point 16.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. The Promoter encourages consumers to enjoy liquor 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](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
22. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the entries of that entrant may be ineligible and deemed invalid.
23. 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. The entrant agrees that, in the event they are a winner, the entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

24. 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.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. 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 Australian Consumer Law, 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.
27. 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) taking/use/redemption of a prize.
28. As a condition of accepting the prize, the winner(s) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter will provide to each entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
30. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter, and the entrant agrees to execute any documents to give effect to this clause, as requested by the Promoter. The Promoter collects Personal Information about an entrant to include the entrant in the promotion and, where appropriate, award the prizes. If the Personal Information requested is not provided, the entrant cannot participate in the promotion and is deemed ineligible. An entrant also agrees that the Promoter may, in the event the entrant is a winner, publish or cause to be published the entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation. An entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter at <http://www.moet-hennessy-collection.com.au/#contact>. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by visiting <http://www.moet-hennessy-collection.com.au/privacy.html>
31. By entering the promotion, entrants acknowledge that a further primary purpose for collection of the entrant's Personal Information by the Promoter is to contact the entrant in the future with information about the Promoter, including special offers, market research or to provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS

(Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an entrant's Personal Information with its Australian and overseas related companies, promotional partners, servants, employees, agents and trusted third parties who may contact the entrant for their legitimate commercial purposes, including special offers, market research or to provide the entrant with marketing materials in this way. By entering the promotion, entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

32. In these Terms and Conditions: "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "Personal Information" means, for the purpose of *the Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

**NSW Permit No. LTPM/19/04209**