

**Hastings Co-op  
McGuigan Wines Promotion:  
Win a \$300 Hastings Coop Gift Voucher**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Australian Vintage Ltd (ABN 78 052 179 932) of 2 Queens Place, Balmain NSW 2041. Telephone 02 8345 6377.
3. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating outlets 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.
4. Promotion commences at 09:00AM local time on 1 April 2019 and closes at 11:59PM local time on 30 June 2019 ("Promotional Period").

To enter, individuals must undertake the following steps, during the Promotional Period:

- purchase one 750ml bottle of McGuigan Black Label, McGuigan Single Batch Project or McGuigan Winemakers Choice from a participating venue during the Promotional Period; and then
  - write your full name and phone number on the back of the receipt and place in the entry box provided.
  - One receipt = one entry.
  - Double entries are given for each bottle of McGuigan Winemaker's Choice. Entrant's responsibility to request a second receipt if one is not automatically given.
  - There are three (3) participating venues: Supa IGA Wauchope, Supa IGA Timbertown, Bottle-O Wauchope.
5. 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.

6. Purchase receipt(s) entered must clearly specify that the purchase was made during the Promotional Period and have the entrants full name and phone number on the back of the receipt. Double entries are available for every purchase of McGuigan Winemaker's Choice. If a second receipt is not automatically given at the point of purchase, it is the entrants responsibility to request the second receipt.
7. Incomplete or illegible entries will be deemed invalid.
8. 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.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per transaction; and (b) each entry must be submitted separately and in accordance with entry requirements.
10. The draw will take place at Hastings Co-operative Corporate Centre, Level 1, 9-13 High Street, Wauchope on 1 July 2019 at 10AM local time. The winner will be notified by phone and in writing within two (2) business days of the draw.
11. The Promoter's decision is final and no correspondence will be entered into.

The first valid entry drawn will win \$300 worth of vouchers (6 vouchers x \$50) to spend within any Hastings Co-op Business. The businesses where vouchers can be redeemed include:

- Wauchope SUPA IGA
- Wauchope SUPA IGA Liquor
- Timbertown SUPA IGA
- Timbertown SUPA IGA Liquor
- The Bottle-O Wauchope
- Port Macquarie IGA
- Wauchope Department Store
- Laurieton Department Store
- Port Macquarie Department Store
- Stirling Green Café, Sovereign Hills
- Stirling Green Café, Port Macquarie CBD
- Mitre 10 and CRT Wauchope
- Comboyne Rural Store
- Kew Rural Store
- Cedar Service Station
- Lasiandra Service Station

12. The winner will receive six (6) x \$50 vouchers to be spent with any Hastings Co-op Business (listed in clause 11). The vouchers can be spent in up to 6 separate occasions or in multiples, at the winner's choice. If the total value of the products selected by the winner is less than the \$50 voucher being spent, the balance of the voucher will be forfeited. Any unused balance of the voucher will not be awarded as cash. If the total value of the products selected is more than the balance of the vouchers remaining, this will be at the cost of the prize

winner. Any costs associated with redeeming each \$50 voucher, including transport, are the responsibility of the winner. Vouchers cannot be used to buy tobacco or more than 20 litres of alcohol. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

13. If for any reason the winner does not redeem the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
14. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. The Promoter encourages consumers to enjoy alcohol 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.
16. Total prize pool is \$300
17. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize then the prize will be forfeited.
19. A draw for the prize if unclaimed may take place on 2 October 2019 at the same time as the original draw, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the draw.
20. 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.
21. 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.

22. 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 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.
23. 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) use of the/a prize.
24. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.australianvintage.com.au/terms-and-policies/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research, profiling and direct marketing purposes, including sending emails or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out of receiving direct marketing communications from the Promoter and access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may only disclose entrants' personal information to any entity outside of Australia in accordance with its Privacy Policy.

**NSW Permit No. LTPM-19-04044**