

Starve Dog Lane Consumer Promotion 2014

Conditions of entry

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2 Entry is open only to Australian residents aged 18 or over except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies, companies or participating outlets associated with this promotion.
- 3 The promotion begins at 9.00am (AEST) on 30/06/2014 and ends at 11.59pm (AEST) on 27/07/2014 (**Promotion Period**).
- 4 During the Promotion Period, this promotion will be conducted at participating liquor outlets in Australia (**Outlets**).
- 5 To enter, entrants must, during the Promotion Period:
 - (a) purchase any 750ml bottle of Starve Dog Lane wine (**Eligible Purchase**) from a participating Outlet; and
 - (b) visit the Starve Dog Lane promotional website at <http://starvedoglane.com.au> (**Website**) and fully complete and submit the online entry form including by providing their full name, address, email address, date of making the Eligible Purchase, Outlet name, last 4 digits of the Eligible Purchase barcode and any additional information as required by the Promoter, to see if they have won an instant win prize. Entrants who have not won an instant win prize will be automatically entered into the second chance draw.
- 6 Entries must be received during the Promotion Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. Entrants must retain their original itemised receipt to verify each entry. Failure of an entrant to provide their original itemised receipt(s) (without alteration) to the Promoter upon request may, at the Promoter's discretion may result in an invalid entry (and, at the Promoter's discretion, in all of the entrant's entries being invalid). The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries will not be accepted.
- 7 Entrants may enter as many times as they wish, provided that each entry is based on a separate Eligible Purchase.
- 8 There are 35 instant win prizes to be won instantly and randomly during the Promotion Period based on pre-determined times via a computer generated random system at SL Interactive, 1/22 Buchanan Road, Brooklyn VIC 3012 (**SL Interactive**). There are 35 instant win prizes to be won throughout the Promotion Period, as follows:

No. of prizes	Instant win prize details	Prize value	Prize pool
5	Mystery Flight. See paragraph 0 for full details and	up to \$1,000 each (inc	\$5,000 (inc GST).

	conditions.	GST).	
5	Adrenaline Gift Voucher. See paragraph 10 for full details and conditions.	\$500 each (inc GST).	\$2,500 (inc GST).
25	Starve Dog Lane 'Curiosity' Gift Pack. See paragraph 11 for full details.	\$100 each (inc GST).	\$2,500 (inc GST).
Total prize pool:			up to AU\$10,000 (inc GST).

- 9 The Mystery Flight prize is a return economy airfare only (including airfare taxes) for the winner and one companion to a mystery capital city location to the maximum value of \$1,000. Each winner will need to contact the travel supplier and provide their departure airport and 3 preferred departure dates within the time specified by the Promoter. Within 3 working days of providing this information, the travel supplier will provide the winner with confirmation of departure airport, departure date and time and return time. Mystery locations will be revealed to each winner 72 hours prior to departure. The Promoter will not be liable if a winner is unhappy with their mystery flight destination, for any reason. Flights are subject to booking and availability. Flights must be booked and completed by 27/07/15. The prize cannot be taken during specified event/peak/public holiday periods or any other exclusion periods as specified by the Promoter and or the prize supplier(s). All other costs associated with the prize, including but not limited to any transfer costs, accommodation (if required), meals, additional taxes, insurance and other ancillary costs are the responsibility of the winner and his/her companion, as incurred. The winners and their companions must depart and return at the same time. The prize is subject to any additional terms and conditions specified by the prize supplier(s). The winners and their companions are responsible for ensuring that they have all necessary documents to travel to the mystery capital city location, including a current passport and any visas that may be required. If a winner's companion is under the age of 18 years at the time of taking the prize, the winner must be the parent or act as guardian for that companion.
- 10 The Adrenaline Gift Vouchers are subject to the terms and conditions imposed by Trackcorp Adrenaline Pty Ltd, including period of validity.
- 11 Each Starve Dog Lane Curiosity gift pack includes 1 x 750ml bottle of Starve Dog Lane wine and a selection of merchandise (as determined by the Promoter).
- 12 Winners will be notified instantly and contacted in writing (email) within 2 days of being determined an instant winner with details of the prize they have won and their name and state/territory of residence will be published on the Website on 04/08/14 for a period of 28 days. By entering this promotion, each entrant requests that his or her full address not be published.
- 13 If any instant win prize is un-won or not claimed by the end of the Promotion Period, a second chance draw will take place at 10.00am (AEST) on 28/07/14 at SL Interactive. Each un-won/unclaimed prize will be distributed to in descending order of value until all such prizes are awarded. Any winner(s) in the second chance draw will be notified in writing (by email) within two days of the second chance draw and their name and state/territory of residence will be published on the Website on 04/08/14 for a period of 28 days.
- 14 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits),

expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.

- 15 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Delivery of prizes is within Australia only. The prizes will be sent to the Australian address advised by the winners.
 - 16 If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be awarded via the second chance draw.
 - 17 Each winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
 - 18 If any prize(s) awarded via the second chance draw have not been accepted or claimed by 5.00pm (AEST) on 28/10/2014, the relevant winner's entry will be deemed invalid and the Promoter will conduct such further draws at 10.00am (AEST) on 29/10/2014 at SL Interactive, as are necessary to distribute the relevant prize(s), subject to any requirements of the relevant gaming authorities. Any winner(s) in this draw will be notified by phone and in writing (by email) and their name and state/territory of residence will be published on the Website on 05/11/2014 for a period of 28 days.
 - 19 The Promoter may require winners to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.
 - 20 Winners (and their companions) may be required to sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prizes prior to accepting or taking the prizes. If a winner (or their nominated companion) does not sign the form provided by the Promoter within the time requested by the Promoter, the relevant winner's entry or claim will be deemed invalid.
 - 21 Entrants (and their companions) acknowledge that there may be inherent risks in some aspects of the prizes and that taking a prize may involve participating in dangerous activities. By entering this competition and/or accepting a prize, entrants and their companions accept that risk.
 - 22 The Promoter's decision is final and no correspondence will be entered into.
 - 23 Entrants acknowledge that there may be inherent risks in some aspects of the prize and that using and/or accepting a prize may involve participating in dangerous activities. By entering this promotion and/or accepting the prize, entrants accept that risk.
 - 24 The Promoter may, in its sole discretion, disqualify all claims from, and prohibit further participation in this offer by, any person who tampers with or benefits from any tampering with the claim process or with the operation of the promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this promotion, is contrary to law or is otherwise inappropriate.
 - 25 Quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every prize claim in excess of the advertised prize pool will be honoured, unless such claim is rejected due to fraud or ineligibility under these conditions.
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- 26 Prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant gaming authorities if required.
- 27 The Promoter may communicate or advertise this promotion using Facebook. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
- 28 As a condition of accepting or participating in a mystery flight prize, each winner's companion accepts these conditions.
- 29 The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at http://nhmrc.gov.au/files_nhmrc/file/publications/synopses/ds10-alcohol.pdf. Participation in this promotion is subject to each Outlet's liquor serving policy.
- 30 If for any reason any aspect of this promotion is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected prize claims, subject to the approval of the relevant gaming authorities, if required.
- 31 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.
- 32 All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this promotion. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its contractors and agents to assist in conducting this promotion or communicating with entrants. Each entrant consents to the storage of their personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting the entrant via electronic messaging (and entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility). Entrants can update their personal information or request access to the personal information the Promoter holds about them by contacting the Promoter. All correspondence should be to the attention of the Privacy Officer. A copy of the Promoter's privacy policy can be obtained from the Promoter or from the Promoter's website at www.accolade-wines.com. The Promoter's Privacy Policy, located at <http://www.accolade-wines.com/privacy-policy>, contains information about:
- (i) how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information;
 - (ii) how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint; and
 - (iii) whether entrants' personal information the Promoter holds about them will be provided to overseas companies, and if so, which countries those companies are located.
- 33 The Promoter is Accolade Wines Australia Limited (ACN 008 273 907), Reynell Road, Reynella SA 5161, Ph: (08) 8392 2222.
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