Kim Crawford Getaway Promotion Terms & Conditions ("Conditions of Entry")

	Schedule
Promotion:	Kim Crawford Getaway Promotion
Promoter:	Constellation Brands New Zealand Limited ABN 79 401 895 093, 6/46 Maki Street, Westgate, Auckland, 0814 New Zealand Ph: 64 9 412 6666 For any enquiries regarding this Promotion, please contact the Promoter at info@kimcrawfordwines.co.nz
D	or on 64 9 412 6666
Promotional Period:	Start Date: 01/11/24 at 12:00 pm AEDT End Date: 28/02/25 at 11:59 pm AEDT The promotion accepts eligible entries submitted between 12:00:00 pm AEDT and 11:59:59 pm each day
	during the promotional period.
Eligible	Entry is only open to Australian residents who are 18 years and over.
entrants:	
How to Enter:	To enter the Promotion, an eligible entrant (see above) must complete the following steps during the Promotional Period:
	 a) purchase any Participating Product (see Annexure A) to share, from any of the following stores (including their respective online store) (each, a "Participating Store"): i) Dan Murphy's or BWS ("EDG Retailers"); OR
	 ii) any independent liquor store in NSW, VIC, QLD, WA, TAS, NT or ACT displaying promotional material ("IL Retailers") (each, a "Qualifying Transaction"); and
	b) visit https://kimcrawfordwines.au/pages/our-promotions, follow the prompts to the Promotion entry page and fully complete and submit the online entry form with their personal details (first name, last name, email address, mobile number and postcode of residence), the name of the retailer where the Participating Product was purchased and upload a scanned copy or legible photo of the receipt for the Qualifying Transaction.
	<u>Proof of Purchase:</u> Entrants must retain proof of purchase of the Qualifying Transaction to which their entry relates. The proof of purchase required is an original receipt or a copied receipt for the Qualifying Transaction.
	The entrant must fill out one (1) online entry form (following the steps outlined above) for every entry it wishes to submit.
Multiple entries	An eligible entrant is permitted to submit multiple entries during the Promotional Period subject to the following terms:
permitted:	a) where more than one Participating Product is purchased as part of a single Qualifying Transaction, one (1) entry may be submitted for each Participating Product purchased using the same receipt, up to a maximum of six (6) entries in total per Qualifying Transaction;
	 a limit of one (1) entry may be submitted per entrant each day; a maximum of ten (10) entries may be submitted per entrant during the Promotional Period; and each entry must be submitted separately and in accordance with the "How to Enter" instructions above.
Prize Draw:	All eligible entries will have the chance to win a "Winning Moment" Prize (as detailed below).
	Eligible entries, including those submitted by 'Winning Moment' Prize winners, from EDG Retailers will be entered into the EDG Prize Draw. Details of the EDG Prize Draw are provided below.

Up to AUD \$1,450,000.00

Prize Description	Number of prizes to be won	Value (per prize) in AUD	Method and Date/Time of Prize Draw
 EDG Prize: The prize is a "Getaway Kit" which includes: \$2,000 Woolworths voucher; \$4,000 Airbnb voucher; \$3,000 Qantas flight voucher; and \$1,000 Vault Pays-enabled Prepaid Mastercard®. 	1	\$10,000.00	Draw: Computerised random selection – 05/03/2025 at 12:00 pm AEDT
Winning Moment Prize: The prize is a \$1,000 AirBnB voucher.	Up to 1,440	\$1,000.00	Winning Moments - Awarded via computerised pre-determined winning moments which will be randomly distributed during the Promotional Period

Prize Conditions:

EDG Prize Conditions:

- No part of the prize is exchangeable, transferable or redeemable for cash or any other prize.
- Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of a
 voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of
 the voucher issuer, including those specified on the voucher.
- For full terms and conditions of Qantas, Airbnb and Woolworths vouchers, please visit their respective websites: https://www.qantas.com/gb/en/book-a-trip/gift-vouchers/voucher-conditions.htm, https://www.airbnb.com.au/help/article/3106 and https://giftcards.woolworths.com.au/about/terms-and-conditions.
- Any ancillary costs associated with redeeming the Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited. We will not give you notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte Ltd. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

Winning Moment Prize Conditions:

- The prize is not exchangeable, transferable or redeemable for cash or any other prize.
- Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the
 voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions
 of the voucher issuer, including those specified on the voucher. Full AirBnb voucher terms and
 conditions are available at https://www.airbnb.com.au/help/article/3106.

Winner notification:

Winners of a Winning Moment Prize will be instantly notified on screen upon submitting their online entry form, and the Promoter will contact them by email within 48 hours of their win to verify their entry. A prize winner's entitlement to a Winning Moment Prize is subject to the prize winner verifying (to the Promoter's satisfaction) that they are over 18 years old and have purchased Participating Product from a Participating Store.

	The winner of the EDG Prize will be notified by email and SMS within seven (7) days of the draw. The details of all winners (including the winners of a Winning Moment Prize) will be published at kimcrawfordwines.au/pages/our-promotions by 12/03/25.
Unclaimed Prizes:	The EDG Prize must be claimed by 05/05/25 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn using the draw method noted above on 05/05/25 at 01:00 pm AEDT at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099, Australia. The winner of the redraw will be notified by email and SMS within seven (7) days of the redraw. The winner will be notified publicly (and their details published) at kimcrawfordwines.au/pages/our-promotions by 12/05/25. If there are no prize winners) or winner/s for this Promotion cannot be found, this information will be published at kimcrawfordwines.au/pages/our-promotions.

- 1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt of any entry.
- 3. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of the Participating Stores, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in the determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter the Promotion. "Immediate family member" 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.

5. Draw:

- a) There will be one (1) draw conducted for entries received from EDG retailers. The draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099, Australia at 12:00 pm AEDT on 05/03/25 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
- b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

6. Winning Moments (Instant Win Prizes):

- a) Winners of a Winning Moments Prize will be notified if they have won on screen immediately upon submission of their online entry form, provided that their entitlement to a Winning Moments Prize is subject to the Promoter verifying (to the Promoter's satisfaction) that they are over 18 years old and have purchased Participating Product from a Participating Store.
- b) There will be a total of 1,440 x 'winning moments' during the Promotional Period (1 winning moment per hour between 12 pm to 12 am AEDT). The first valid entry received during each 'winning moment', will be a provisional winning moment prize winner, subject to the Promoter completing the verification referred to in clause 6(a) above. If no valid entry is received during a winning moment, no prize will be awarded in respect of that 'winning moment'. In addition, if a prize is not won during a 'winning moment' then the prize is null and void and will not be rolled over to another 'winning moment' or awarded via an unclaimed prize draw.
- c) Quality control errors will not invalidate an otherwise valid prize claim.

- d) Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured.
- 7. All reasonable attempts will be made by the Promoter to contact the Draw Prize winner, using the contact details provided to the Promoter by the entrant at the time of entry.
- 8. If the Draw Prize winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable during the time stipulated by the Promoter for travel (if applicable), they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 10. Entrants must keep their proof of purchase (as specified in the "How to Enter" section) for each entry he/she submits as proof of purchase of the required product(s) ("Proof of Purchase"). If an entrant fails to produce Proof of Purchase for a specific entry or each entry submitted, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or to forfeit the entrant's right to a prize. Proof of Purchase in the form of purchase receipt(s) must clearly evidence: (a) the store of purchase, which must be an eligible store; (b) the required product(s) to be purchased for entry in the Promotion; and (c) that the purchase was made during the Promotional Period and prior to entry.
- 11. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. 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 https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at https://www.liquorandgaming.nsw.gov.au/.
- 12. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 13. No part of a prize is exchangeable, transferable or redeemable for cash or any other prize, unless otherwise specified in writing by the Promoter.
- 14. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
- 15. No entry fee is charged by the Promoter to enter the Promotion. Where entry is permitted online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
- 16. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 17. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at https://www.constellationnz.com/privacy-policy. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
- 18. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 19. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

- 20. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 21. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
- 22. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, 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 and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
- 23. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 24. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
- 25. 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
- 26. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 27. Unless otherwise specified, a prize is a single event for the winner and cannot be separated into separate events or components.
- 28. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
- 29. Failure by the Promoter to enforce any of its rights under these Conditions of Entry at any stage does not constitute a waiver of such rights.
- 30. If all or any part of any term or condition contained in these Conditions of Entry shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Conditions of Entry to the extent of the unenforceability, invalidity or illegality and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision (or part thereof) had not been inserted herein.
- 31. Authorised under: ACT Permit No. TP 24/02078, NSW Authority No. TP/03798 and SA Permit No. T24/1559

Annexure A: Participating Products

Kim Crawford Sauvignon Blanc 750mL bottle

- Kim Crawford Pinot Gris 750mL bottle
- Kim Crawford Rose 750mL bottle
- Kim Crawford Chardonnay 750mL bottle
- Kim Crawford Pinot Noir 750mL bottle
- Illuminate 5% Sauv Blanc 750mL bottle
- Illuminate 5% Rose 750mL bottle
- Illuminate 5% Sauv Blanc Sparkling 750mL bottle
- Illuminate 5% Rose Sparkling 750mL bottle