

[Jacob's Creek Le Petit Rose and Australian Open present

The Rose Way Summer Photo Competition]

TRADE PROMOTION – GAME OF SKILL

TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants Residency Age Special Conditions	Resident of NSW or Resident of Victoria Must be over the age of 18 The entrant's social media profile security settings must permit the Promoter to see the entry No flights or accommodation will be provided
Entry Mechanism	During the Promotion Period, take a photo of your best summer moments and post to Instagram with the hashtag #TheRoseWay and tag @lepetitrose_au and said influencer promoting the competition
Entry Limit	n/a
Promotion Period:- Commencement Time Commencement Date Close Time Close Date	Start: 18 th Dec Close: 13 th of Jan
Nominated Business	The promoter
Judgment Date	15 th of Jan
Judgment Criteria	The most creative entry that complies with these terms and conditions
Prize	1st Prize: Double pass to the Rod Laver Arena, night session, 19th January 2017 2nd Prize: Double pass to the Margaret Court Arena, night session, 19th January 2017 Runners up Prizes: 25 x Double Ground Passes, Saturday 21st January 25 x Double Ground Passes, Saturday 22nd January 10 x Double Ground Passes, Thursday 26th January Ground passes will be awarded at the Promoter's complete discretion; prize winners cannot select the date on which they wish to attend.
Total Prize Value	
Approved Notification Method	Reply to the winning comment OR repost
Prize Delivery Method	Ticket to be picked up at precinct. Winners notified on 15 th Jan.
Prize Delivery Date	As above.
Special Conditions	ABAC compliance

	<ul style="list-style-type: none"> ● An entry will not be accepted as a valid entry if (in the opinion of the Promoter) it: ● encourages under-age drinking, has a strong or evident appeal to minors or features anyone who is, or looks, under 18 ● depicts or encourages irresponsible or offensive behaviour, excessive drinking or the misuse of alcohol ● challenges or dares people to drink alcohol ● associates drinking with engaging in any activity which requires a high degree of physical co-ordination, such as driving or playing sport ● suggests that alcohol leads to success or can change your mood or environment ● suggests that alcohol offers any therapeutic benefits or is necessary to relax ● contains religious imagery ● is offensive, anti-social, sexually provocative, discriminatory, exploitative or degrading ● is misleading, deceptive, false, illegal or breaches anyone's intellectual property right. <p>Instagram</p> <p>This promotion is in no way sponsored, endorsed, administered by or associated with or Instagram LLC. Entrants understand that they are providing information to the Promoter and not to Instagram LLC. The information provided will only be used for the purposes outlined in these terms and conditions.</p> <p>Any questions, comments or complaints from entrants should be directed to the Promoter at the address listed below and not to Instagram LLC.</p> <p>By entering into this promotion, each entrant agree to release and indemnify and keep indemnified Instagram LLC from and against all liability and forever forego and abandon all rights and causes of action against Instagram LLC arising as a result of the Promoter conducting this promotion.</p>
Promoter Contact Number	Justine Chen 0428 890 183

Terms & Conditions

1. Information on how to enter and prizes forms part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. For the avoidance of doubt the Schedule to these Terms & Conditions forms part of these conditions.
2. Entry is open to **Eligible Entrants**. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion; and any retailer activating the promotion are ineligible to enter the promotion.
3. To enter the promotion, Eligible Entrants must, complete the **Entry Mechanism** during the **Promotion Period**.

4. If applicable, the **Entry Limit** applies to entries. Any excess or invalid entries will be deemed invalid.
5. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the Promotional Period. Entries received will be considered final by the Promoter. Late entries will not be accepted.
6. The Promotion Period commences at the **Commencement Time** on the **Commencement Date** and closes at the **Close Time** on the **Close Date**. The judging will take place at the **Nominated Business** on the **Judgment Date** using the **Judgment Criteria**. The Promoter's decision is final and no correspondence will be entered into. This is a game of skill, chance plays no part in determining the winner(s).
7. If the entrant's entry is deemed invalid, the Promoter will award the prize to the next best judged entry at the same time and place as the original judging date and repeat this process until the prize is awarded to an Eligible Entrant.
8. The **Prize** must be taken as offered and cannot be varied. Prizes are not transferable or exchangeable and cannot be taken as cash. Any change in the value of a prize between the publishing date and the date the prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. All warranty claims in respect of the prizes must be directed towards the applicable manufacturer and not the Promoter.
9. The winner(s) will be notified by the **Approved Notification Method**.
10. Prizes will be delivered to winners by the **Prize Delivery Method** by the **Prize Delivery Date**. The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).
11. The Promoter encourages the responsible use of prize(s), in accordance with applicable State and Federal legislation.
12. If for any reason a prize, or any part of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the prize (or part thereof) for an alternative prize to the same value of the original prize value, subject to any written directions made under applicable State or Territory legislation.
13. Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within a nominated time period) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency and/or eligibility to enter and/or claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that entrant's entry will become invalid. Proof of identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The prize(s) will only be awarded following any validation and verification of the entrant that the Promoter requires in its sole discretion. In the event that an entrant cannot provide suitable proof, the relevant prize will be forfeited and no substitute will be offered as the entrant will be disqualified.
14. Where applicable, the Promoter reserves the right to refuse to allow the prize winner or any of their companions to take part in any or all aspects of the prize if the Promoter determines, in its absolute discretion, that the prize winner (or any of their companions where applicable) are not in the mental or physical condition necessary to be able safely to participate in the prize.

15. No compensation will be payable if a winner (or their companions if applicable) are unable to use any element of a prize for whatever reason, including refusal of entry or ejection from the location(s) or participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited and will not be substituted.
16. In the event of cancellation of the Australian Open for any reason the tickets will not be rescheduled nor will any other prize be offered in its place.
17. The Promoter and the event organisers are neither responsible nor liable for any loss or damage suffered in the event that the Australian Open is relocated, postponed, rescheduled or cancelled for any reason whatsoever. The Australian Open ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and the event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
 1. No part of the prize may, without the prior written consent of the event organisers and the Promoter, be re-sold or offered for the re-sale at a premium (including via online auction sites) or used for advertising, charity fundraising, promotion or other commercial purposes (including but not limited to competitions and trade promotions) or to enhance the demand for other goods or services, either by the winner or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled and the bearer of the ticket may be refused admission. Australian Open usual ticketing and venue terms and conditions apply to all tickets provided under this competition and by accepting tickets entrants agree to be bound by their respective terms.
18. Liability: Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 a prize.
19. 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 because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, 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.
20. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
21. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy where applicable.

22. Right to verify: The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
23. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
24. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
25. Caution: any attempt to deliberately undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
26. Consent: As a condition of entering this promotion, entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a draw (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter. The winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
27. As a condition of accepting the prize, the winner (and his/her companion(s), if applicable) 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.
28. All entries and any copyright subsisting in the entries become and remain the property of the Promoter upon receipt by the Promoter or its agent.
29. Where applicable entries are subject to the **Special Conditions**.
30. Your Personal Information is being collected by the Promoter to include entrants in the promotion and where appropriate award prizes. If you fail to provide the Personal Information that is being requested you may not be able to enter this trade promotion, receive a prize, deal with your complaint or receive marketing information (as applicable). The Promoter may also share your Personal Information with other companies or individuals who assist us in providing products or services or who perform functions on its behalf (such as direct marketing companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient it is likely to be to one of the countries identified in its Privacy Policy. The Privacy Policy explains how you may seek correction to Personal Information the Promoter holds and how to make a complaint and is available at www.pernod-ricard-winemakers.com.
31. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.
32. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN: 75 007 870 046) of 167 Fullarton Road Dulwich SA 5065, phone: **Promoter Contact Number**.

