

## T'Gallant Moonlight cinema

### Terms and Conditions

<b>Who is running the competition?</b>	The Promoter is Treasury Wine Estates Australia Limited (ABN 78 145 321 320), 58-82 Queensbridge Street, Southbank Vic 3006.
<b>When will the competition start and end?</b>	The competition starts at 7am (AEST) on 13 February 2018 and ends at 11pm (AEST) on 13 February 2018 (the <b>Competition Period</b> ).
<b>Who can enter?</b>	Only Victorian residents aged 18 or over who can take the prize between 16 February and 1 April 2018 can enter.
<b>Who can't enter?</b>	Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies or participating venue(s)/outlet(s) associated with this competition, and their immediate families, can't enter.
<b>Do I need to buy anything to enter?</b>	No.
<b>Entry instructions</b>	Tag a friend you want to take, and make sure you both follow T'Gallant @Tgallantwines on Instagram to win.
<b>How many winners will there be and how will they be chosen?</b>	There will be 20 winner/s determined in respect of this competition.  The draw/s will be held at 10am (AEST) on 14 February 2018 at Treasury Wine Estates, 58 Queensbridge street, Melbourne, VIC, 3006.  The first 20 valid entries drawn randomly will win a prize.  The Promoter may draw additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed ( <b>Reserve Entrants</b> ).
<b>What can I win?</b>	There are in total 20 prizes available.  Each prize is a double pass (GA/Adult) to Moonlight Cinema Melbourne 2018 valued at \$38.
<b>Total prize pool</b>	The total prize pool is \$760.
<b>How many times can I enter?</b>	You can enter once.
<b>How and when will the winner/s be informed?</b>	If you are a winner, you will be informed by email on 16 February 2018 and your name and state/territory of residence will be published at <a href="https://www.tgallant.com.au/">https://www.tgallant.com.au/</a> on 16 February 2018.
<b>If I win, when must I claim my prize?</b>	You must claim your prize by 8pm (AEST) on 16 February 2018 ( <b>Prize Claim Date</b> ).
<b>What if I don't claim my prize on time?</b>	If a prize has not been accepted or claimed by the Prize Claim Date or if, after making all reasonable attempts, the Promoter can't contact a/the drawn winner (or a/the drawn winner does not contact the Promoter) by the Prize Claim Date, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to a Reserve Entrant.  Any such winner(s) will have their name and state/territory of residence published at <a href="https://www.tgallant.com.au/">https://www.tgallant.com.au/</a> on 20 February 2018.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### **Entry**

- 2 Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter. If you return a product comprising a Qualifying Purchase your entry may be deemed invalid (unless product is defective).
- 3 The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers or aliases you may be disqualified.

### **Prizes**

- 4 If you are a winner, your prize will be mailed to you via Australian post.
- 5 If your prize includes travel or attendance at event/s:
  - (a) all components and activities are subject to booking and availability, and must be taken on the dates specified;
  - (b) you (and any companions) must make your own way to and from the event/s, unless otherwise specified;
  - (c) you (and any companions) are responsible for all other costs related to the prize, including any (additional) meals/transfers, insurance (including excesses) and additional taxes;
  - (d) if the prize includes international travel, you (and any companion/s) must ensure that you have all necessary documents to travel to the relevant destination, including a current and valid passport and any visas required;
  - (e) the prize is subject to any additional conditions of the travel supplier/s including any conditions of entry into any venue/s (including behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on-sale or transfer. The Promoter does not control entry to the relevant event location. You must keep your tickets safe and the Promoter will not replace lost or stolen tickets;
  - (f) the Promoter accepts no responsibility if the event is abandoned, called off or postponed for any reason and you (and any companion/s) will not be given any cash or alternative tickets as a substitute for attending the event;
  - (g) you (and any companion/s) must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you (or any companion) does not sign, your entry will be deemed invalid and you will lose any entitlement to a prize;
  - (h) if you (or any companion/s), in the opinion of the Promoter, are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and any companion/s) from participating in any elements of the prize, at its discretion;
  - (i) if relevant, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion/s if they breach these conditions, whether or not legally bound by them. By accepting or participating in any prize, any companion/s accept these Terms and Conditions; and
  - (j) any failure by you (or any companion/s) to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

- 6 If your prize includes vouchers or gift cards, any voucher/gift card prize is subject to the conditions imposed by the supplier of voucher/gift card including any validity period.

**General**

- 7 If you are a winner, you (and any companion/s) must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You (and any companion/s) consent to the Promoter using your name/s and image/s in any promotional or advertising activity.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 11 The Promoter's decision in connection with all aspects of this competition is final.
- 12 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 13 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.
- 14 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.
- 15 Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol ([http://www.nhmrc.gov.au/\\_files\\_nhmrc/file/publications/synopses/ds10-alcohol.pdf](http://www.nhmrc.gov.au/_files_nhmrc/file/publications/synopses/ds10-alcohol.pdf)). See also the NSW Liquor Competition Guidelines and Intoxication Guidelines ([http://www.olgr.nsw.gov.au/dlg\\_guidelines.asp](http://www.olgr.nsw.gov.au/dlg_guidelines.asp)). Participation in this competition is subject to the/each Venue's/Outlet's liquor serving policy.

**Liability**

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes.
- 19 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

**Collection and use of your personal information**

- 20 Your entry will be the Promoter's property. The information you provide will be used by the Promoter for the purpose of conducting this competition. If relevant, the information your companion/s provide will be used by the Promoter for the purpose of fulfilling the prize and otherwise administering this competition. The Promoter may collect your (or your companion/s', if relevant) personal information (including through its contractors or agents) or disclose your (or your companion/s', if relevant) personal information to its contractors and agents to assist in conducting this competition or communicating with you (or your companion/s, if relevant). By entering this competition, you consent to the storage of your personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting you via electronic messaging. By entering this competition, you consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. You (or your companions, if relevant) can request access to the personal information the Promoter holds about you by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at <http://www.tweglobal.com/privacy-policy/>, contains information about:
- (a) how you (or your companion/s, if relevant) can seek access to the personal information the Promoter holds about you and seek the correction of such information;
  - (b) how you (or your companion/s, if relevant) can complain about a privacy breach and how the Promoter will deal with such a complaint; and
  - (c) whether the personal information the Promoter holds about you (or your companion/s, if relevant) will be provided to overseas companies, and if so, in which countries those companies are located.