

Terms and Conditions

"Win a Year supply of De Bortoli KV Prosecco for your Instagram selfie"

Promotion

[28/09/2019 – 28/09/2019]

1. Information on how to enter and prize(s) form part of these conditions of entry. By entering this competition, entrants agree to abide by these Terms and Conditions.
2. Entry is only open to Australian residents (excluding residents of the Northern Territory) aged 18 years and over. Employees (and their immediate families) of the Promoter and its 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 first cousin.
1. Promotion commences at 12.00pm AEST on 28/9/19 and ends at 4pm AEST on 28/09/19 (the "Promotional Period").
2. To be eligible to enter, individuals must take a photo with a bottle of King Valley Prosecco and/or the Prosecco lady on Golden Rose Day at Rosehill Racecourse during the Promotional Period ("Qualifying Purchase"). For the purpose of this promotion the participating venue will be the venue displaying material advertising this promotion during the Promotional Period .
3. To enter, individuals must after purchasing the product take a selfie that can include the Prosecco ladies or our De Bortoli Prosecco media wall and then upload their photo to Instagram using the hashtag **#popthisprosecco** and **#debortoliwines** and watch the big screen where the winner will be announced. Entries will be judged on creativity.
4. Entries must have a public Instagram page (not private) for their entry to be eligible.
5. By entering this competition you agree that you have read and understood the De Bortoli data notification statement located at www.debortoliwines.com.au
6. Incomplete, indecipherable, illegible or late entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase; (b) each entry must be submitted separately in accordance with the entry requirements; and (c) a maximum of 3 entries per person is permitted.
8. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the promoter, result in invalidation of ALL of an entrants entries and forfeiture of any right to a prize.
9. The Promoter reserves the right, at any time to verify the validity of entries and entrants (including the entrants identity, age and place of residence) and to and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
10. If there is a dispute as to the identity of an entrant the promoter reserves the right in sole discretion, to determine to identify if the entrant.
11. This is a game of skill. One (1) winner will be chosen based on creativity and will win a Year supply of De Bortoli KV Prosecco (total prize pool AU\$1300 (equal to 1 x 6pk of De Bortoli KV Prosecco per month).
12. The winner will be chosen at the venue on Saturday 28th September, 2019.
13. Winners will be notified by Instagram direct message on 28th September 2019.
14. All other costs and expenses associated with the prize beyond the specified prize components listed here will be the responsibility of each winner.
15. Prize must be redeemed within three (3) months of winner being contacted.
16. If any 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.
17. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. All entries (which shall include answers to the promotional question) submitted become the property of the Promoter. Entries will not be returned to any entrant. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).

20. Entrants consent to the Promoter using their names, likeness, image and or voice in the event they are a winner (including photograph, film and or recording) in any media for an unlimited time period without remuneration for the purpose of promoting the 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol guidelines that are available at www.nhmrc.gov.au/publications/synopses/ds10syn.htm. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
23. 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.
24. 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) taking and/or use of a prize.
25. As a condition of accepting a prize, each winner must 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.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, opt-out, update or correct information to the Promoter. All entries become the property of the Promoter.
27. The Promoter is De Bortoli Wines Pty Limited (ABN 77 000 146 672) of De Bortoli Road, Bilbul NSW 2680, telephone (02) 6966 0100.
28. Permit LTPM/19/04818