#### TRADE PROMOTION

# **ABBREVIATED TERMS & CONDITIONS OF ENTRY**

**Promotion Period**: 11/02/21 – 26/02/21. Entry is open to Australian Residents aged 18+. Entrants must, during the Promotion Period, be a current subscriber or subscribe to the St Hugo e-newsletter and submit the fully completed form. One entry per person. The prize is a St Hugo VIP Wine Experience at the Formula 1® Australian Grand Prix 2021, valued at up to \$4,250. The Winner will be the first correct entry drawn at random on 01/03/21 at 12:00pm. The Winner(s) will be notified by phone and email within 2 business days of the draw. The Promoter's decision is final & no correspondence will be entered into. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN 75 007 870 046) of 167 Fullarton Rd, Dulwich SA 5065 Ph: 08 8131 2400. Full T&Cs at <a href="www.sthugo.com/f1/terms">www.sthugo.com/f1/terms</a>. Permit Number: ACT TP21/00157.

# ST HUGE VIP WINE EXPERIENCE

# TRADE PROMOTION

# **TERMS & CONDITIONS OF ENTRY**

#### Schedule to Terms & Conditions

Eligible Entrants	Australian residents
Residency	18 years or older
Age	Subscribed to St Hugo's E-Newsletter.
Special Conditions	
	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 1st cousin.
Entry Mechanism	To receive an automatic entry into the draw, individuals
	must be an existing St Hugo's E-Newsletter subscriber and
	complete and submit the form at <a href="https://www.sthugo.com/f1">www.sthugo.com/f1</a> OR
	sign up to become a St Hugo's E-Newsletter subscriber and
	complete and submit the form at <a href="https://www.sthugo.com/f1">www.sthugo.com/f1</a> during
	the Promotion Period. To sign-up and become a St Hugo's
	E-Newsletter subscriber individuals can visit
	www.sthugo.com/f1, follow the prompts, input the requested
	details (including first name, last name, date of birth, post
	code, country of residence, mobile number, email address)
	and submit the fully completed form.
Entry Limit	Only one (1) entry is permitted per person.
Promotion Period:-	
Commencement Time	12:00am AEDST
Commencement Date	11/02/21
Close Time	11:59pm AEDST
Close Date	26/02/21
Nominated Business	Pernod Ricard Winemakers Pty Ltd (ABN 75 007 870 046)
	of 167 Fullarton Road, Dulwich, SA, 5065
Draw Date	01/03/21
Draw Time	12:00pm (local time)
Prize	The first valid entry drawn will win a St Hugo VIP Wine
	Experience at the Formula 1® Australian Grand Prix 2021 for
	two (2) adults (18+) valued at up to \$4,250, depending on
	date and point of departure. Prize includes:

Alternative Prize	<ul> <li>Two (2) x return economy airfares from winner's nearest capital city to Melbourne (only provided if winner resides outside of Victoria). If the winner is from Victoria, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;</li> <li>Private transfers between airport and hotel;</li> <li>Two (2) x nights twin share 4.5 star accommodation in Melbourne;</li> <li>Two (2) x tickets to Formula 1® Australian Grand Prix 2021, Sunday 21 Nov 2021, with access to the VIP trackside viewing area, food and beverages included;</li> <li>Meet Chief Winemaker Peter Munro and taste St Hugo wines at the Formula 1® Australian Grand Prix 2021. In the event that Peter Munro is unavailable, a virtual tasting will be arranged with Peter Munro at a later date; and</li> <li>Dinner for two (2) people at a St Hugo partner restaurant.</li> <li>In the event that the Prize is unavailable for whatever reason or cannot be taken by the winner (due to COVID-19 or other reasons beyond the reasonable control of the Promoter), the</li> </ul>
	Promoter will offer an Alternative Prize valued at up to
	\$4,339. The Alternative Prize includes:  • Vintec fifty (50) bottle wine cabinet;
	One (1) case of St Hugo Signature Collection
	Cabernet Sauvignon valued at \$300 and one (1) case of St Hugo Fine and Rare Collection valued at
	\$540; and
	<ul> <li>Private virtual tasting with Chief Winemaker Peter Munro.</li> </ul>
Total Alternative Prize Value	Up to \$4,339
Approved Notification Method	By email and telephone within two (2) business days of the draw
Winner Publication	The winner's name will be published on <a href="https://www.sthugo.com/f1">www.sthugo.com/f1</a> by 01/03/2021
Re-Draw Date	01/06/21
Re-Draw Time	12:00pm (local time)
Re-Draw Notification Method	By email and telephone within two (2) business days of the draw
Re-Draw Winner Publication	The winner's name will be published on www.sthugo.com/f1 by 01/06/2021
Special Conditions	Pernod Ricard Winemakers Pty Ltd is the Wine Supplier of the Formula 1 <sup>®</sup> Australian Grand Prix 2021.
	This promotion, the Promoter and its products or brands are in no way sponsored, endorsed or administered by the Australian Grand Prix Corporation (AGPC) nor any Associated Entities,
	AGPC is the owner (or licensee) of several registered trademarks which appear on this promotion, including but not limited to "Formula 1® [Title Sponsor] Australian Grand Prix 2021" and any unauthorised use of these trademarks will infringe AGPC's intellectual property rights.
	Acceptance of the Prize and attendance at the Formula 1® Australian Grand Prix 2021 constitutes full acceptance of the Attendance Conditions available at <a href="https://www.grandprix.com.au">www.grandprix.com.au</a> .

	By entering into this promotion, each entrant agrees to release and indemnify and keep indemnified AGPC and Associated Entities from and against all liability and forever forego and abandon all rights and causes of action against AGPC and Associated Entities arising as a result of the Promoter conducting this promotion. In this Special Condition, Associated Entities has the same meaning as in the Attendance Conditions.
Promoter Contact Number	02 8874 8222
Permit Number	ACT Permit No. TP21/00157

#### **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 the 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. The **Entry Limit** applies to entries.
- 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. Promotion commences at the Commencement Time on the Commencement Date and closes at the Close Time on the Close Date. The draw will take place at the Nominated Business at the Draw Time (local time) on the Draw Date. The Promoter's decision is final and no correspondence will be entered into.
- 7. 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.
- 8. The Winner will be notified in writing by the **Approved Notification**.
- 9. The Promoter encourages the responsible use of the Prize(s), in accordance with applicable State legislation.
- 10. 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.
- 11. Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency, eligibility to enter and 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 winning entrant has not

been verified or validated to the Promoter's satisfaction within the time requested, that winner'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 winner validation and verification that the Promoter requires in its sole discretion. In the event that a prize winner cannot provide suitable proof, the relevant prize will be forfeited and no substitute will be offered.

- 12. The winner must confirm his or her eligibility to be awarded the Prize, and to attend on the nominated date(s), within seven (7) days of being successfully notified by the Promoter, otherwise that winner's entry will be deemed invalid.
- 13. The winner's companion must travel with the winner on the same itinerary (including, but not limited to, flights and transfers). The costs of any alternative or additional travel will not be borne by the Promoter and any elements of the Prize not used will be forfeited and not substituted.
- 14. All additional costs not expressly stated but which may be incurred in acceptance and use of a Prize is the responsibility of the winner and his or her travelling companion. Such additional costs include, but are not limited to, meals, beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers (unless otherwise stated), taxes including arrival and departure taxes (if applicable), insurance, travel insurance, passports and visas (if applicable). The winner and his or her travelling companion may be required to present a credit card and/or identification at time of accommodation check-in.
- 15. Acceptance of the Prize is subject to any prevailing terms and conditions of the accommodation/transport/services/ticket providers and, in particular, health, behaviour, age and safety requirements. No compensation will be payable if the winner or his or her travelling companion is unable to use any element of the relevant Prize as stated for whatever reason, including refusal of entry or ejection from the locations or participation in certain activities for health, age, behaviour or safety reasons. Any part of the Prize that is not taken for any reason is forfeited.
- 16. The Promoter may conduct such further draws as are necessary (including a second chance draw) at the same place as the original prize draws on **Re-Draw Date** at the **Re-Draw Time** (local time) in order to distribute any prizes forfeited or unclaimed by that time in respect of those draws, subject to any written directions given under applicable State legislation.
- 17. The Winner(s) of any unclaimed prize draw will be notified by the **Approved Notification**. All reasonable steps to notify the winner of the results of any unclaimed prize draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
- 18. No compensation will be payable if a winner, or their companions (if applicable) are unable to use any element of the prize as stated for whatever reason, including arising from COVID-19 restrictions, refusal of entry or ejection from the date locations 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.
- 19. Liability: Except for any liability that cannot be excluded by law, the Promoter and AGPC (including both 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; (f) use of a prize or (g) any substitution of the Prize as determined by the Promoter.
- 20. 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 pandemic, war, government direction, 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.

- 21. 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.
- 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. 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.
- 24. 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.
- 25. Consent: As a condition of entering this promotion, entrants consent to the Promoter and AGPC 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 and AGPC. The winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
- 26. 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.
- 27. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
- 28. 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 marking 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 <a href="https://www.pernod-ricard-winemakers.com">www.pernod-ricard-winemakers.com</a>.
- 29. All entries are subject to the **Special Conditions**.

- 30. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.
- 31. The Promoter is Pernod Ricard Winemakers Pty Ltd (ABN: 75 007 870 046) of 167 Fullarton Road Dulwich SA 5065. The Promoter can also be contacted at the **Promoter Contact Number**.
- 32. This Promotion is authorised under the **Permit Number(s)**.