

VINTEC – WIN A PENFOLDS GRANGE PROMOTION (“Promotion”)

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Electrolux Home Products Pty Ltd of 163 O’Riordan Street, Mascot NSW 2020, ABN 51 004 762 341 and its agents in the Promotion, including their officers, employees and agents (collectively called the “Promoter”).
3. The Promotion commences on Wednesday 1st August 2018 and closes at 11.59pm AEST on Friday 31st August 2018 (“Promotional Period”).
4. This Promotion is only open to Australian residents (other than residents of the Northern Territory) 18 years or over, who have made a purchase of any Vintec Appliance from a participating retail store in Australia (excluding the Northern Territory) (Participating Product) during the Promotional Period (subject to the exceptions in clauses 5 and 6) & during the Promotional Period ‘complete’ (as per clause 7) a consumer review on their Participating Product, on the Vintec website www.vintec.com.au
5. Promotion excludes all purchases made directly from Electrolux Home Products Pty Ltd. Participating Products must be for domestic use at a residential address only. For the sake of clarity, purchases of Participating Products for Government and Commercial contract sales, second quality (T2) and auction goods or any purchases that do not meet the criteria outlined in clause 7 are excluded from this Promotion.
6. Employees (and their immediate families) of the Promoter, participating Australian retailers and 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 1st cousin.
7. To enter the Promotion, an entrant must complete a consumer review by:
 1. accessing the wine cabinets page on Vintec website by clicking a link on an electronic direct mail from Vintec or logging onto the Vintec Australian Website and going to <https://www.vintec.com/en-au/wine-cabinets/> ;
 2. clicking on the “write a review” button on the wine cabinets page;
 3. filling out the online review form with contact details and by writing a review of their Participating Product that represents their true and genuinely held view;
 4. submitting the completed online review form; and
 5. clicking on the link in the confirmation email from Vintec to validate the entry.
8. Entry is not limited and the Promotion can be entered multiple times, subject to the following:
 - a) each Participating Product can only be reviewed once;

b) each entry must be submitted separately and in accordance with entry requirements in these terms and conditions.

9. The winner will be determined by randomly drawing one entry from all entries submitted during the Promotional Period on Monday 17th September 2018 (Winner). The draw will take place at Green Eagle, Address 5/9 Fitzpatrick St, Revesby NSW 2212 at 11am AEST.
10. The Winner will be notified by email within two (2) business days of the relevant draw date & the winners' name will be published on the Vintec Australian website on Thursday 20th September 2018.
11. The Promoter reserves the right to draw additional reserve entries and record them in order, in case an invalid entry or ineligible entry is drawn.
12. The first valid entry drawn will win a bottle of Penfolds Grange 2008 valued at \$850.
13. The maximum total prize pool is valued at up to RRP \$850.
14. Delivery or collection of the prize will be arranged directly with the Winner within 14 days of validation. The Promoter accepts no responsibility or liability in relation to any delay in satisfying any claim for the prize.
15. A draw for an unclaimed prize may take place on 19th November 2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. The Winner will be notified by email within two (2) business days of the relevant draw date. The Winners' name will be published on the Vintec Website on 22nd November 2018.
16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) 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.
17. Entrants must retain their original purchase receipt(s) as proof of purchase. Failure to produce either the original or a copy of the purchase receipt for each entry when requested may, in the absolute discretion of the Promoter, result in invalidation of All of the entrant's entries and forfeiture of any right to a prize.
18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. Any cost associated with accessing the Promoter's website for the purpose of submitting an entry is the entrant's responsibility and is dependent on the Internet service

provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.

21. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on 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 or computer related to, or resulting from, participation in this Promotion or the downloading of any materials related to this Promotion.

22. If there is an event beyond the Promoter's control which causes an interruption to its processing of the Promotion the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written directions from a relevant Regulatory Authority.

23. Caution: any attempt to deliberately damage the Promoter's website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise 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 Terms and Conditions or any other legal obligation by an entrant, the entrant agrees to indemnify the Promoter for those losses, damages and costs.

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. If for any reason this Promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter 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: (a) disqualify any entrant; or (b) cancel, terminate, modify or suspend the Promotion, subject to any written directions from a regulatory authority made under applicable State or Territory legislation.

26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any provision of relevant legislation, including the Competition and Consumer Act and the Australian Consumer Law, in the Commonwealth and States and Territories of Australia ("Non-Excludable Guarantees").

27. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including for 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 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 an entrant; or (f) taking of any prize.

28. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award prizes. If the personal information requested is not provided, the entrant may not participate in the Promotion. By participating in the Promotion and opting in at the time of entry, each entrant also acknowledges that a further primary purpose for collection of entrants' personal information by the Promoter is to enable the Promoter to use the information (for an indefinite period unless otherwise advised) to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies and Promotional partners, including prize suppliers, agents and contractors, who may also contact entrants with special offers in this way. By entering the Promotion and opting in at the time of entry, each entrant agrees that the Promoter may use entrants' personal information in this manner. Each entrant also agrees that the Promoter may publish or cause to be published the Winner's name and locality in any media as required under the relevant lottery legislation and that information may be shared with the Australian regulatory authorities as required. Claimants can also gain access to, update or correct any personal information by contacting the Promoter via email at support@orchard.com.au. All personal information will be stored at Orchard, Level 2/100 Harris Street Pyrmont NSW 2009. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter or available here: <https://www.vintec.com/en-au/privacy-policy/>

29. NSW Permit No. LTPS/18/25933