

VINTEC - CHANCE TO WIN A TRIP 2023 PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter this promotion ("**Promotion**") forms 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 (ABN 51 004 762 341), ("**EHP**") of 163 O’Riordan Street, Mascot NSW 2020 and its agents in the Promotion, including their officers, employees and agents (collectively called the "**Promoter**").
3. The Promotion commences at 12:00am AEST on 20th February 2023 and closes at 11:59pm AEST on 31st March 2023 ("**Promotion Period**").
4. This Promotion is only open to Australian residents 18 years or over, who purchase any Vintec wine cellar appliance in one (1) single transaction (Vintec "**Participating Product**" models detailed in clause 7 below) from a participating Australian authorised sales agent of Vintec during the Promotional Period for the purpose of domestic use at a residential address ("**Eligible Entrant**").
5. Employees (and their immediate families) of the Promoter 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 first cousin.
6. To be eligible to enter, Eligible Entrants must purchase any participating Vintec Participating Product models listed in clause 7 below from a Participating Store during the Promotion Period and collect a receipt at the time of purchase of the Participating Product ("**Qualifying Transaction**"). In the event that a receipt is not automatically provided to an Eligible Entrant upon completion of their purchase, it is the Eligible Entrant’s responsibility to request one from the Participating Store.
7. Vintec Participating Product models:

V190SG2E-BK	VWD050SBB-X
V190SG2E-BKLH	VWD050SSB-X
VWM198SBA-L	VWS050SBB-X
VWM198SBA-R	VWM198PBA-R
VWM198PBA-L	VWS035SBB-X
VWM306SBA-L	VWM148SBA-L
VWM148SBA-R	VWM306PBA-R

VWM306SBA-R	VWS050SSB-X
VWM306PBA-L	

8. A participating store is any store that is authorised by the Promoter to stock and sell the Promoter's products, including the Participating Products, and displays material advertising this Promotion ("**Participating Store**").
9. The Promoter recommends that prior to purchasing a Participating Product, the Eligible Entrant verifies that the retailer is authorised to participate in this Promotion. The Promoter does not guarantee that all Participating Products will be available for purchase throughout the Promotional Period including from all Participating Stores.
10. Only Eligible Entrants whom have purchased lay-bys that have been initiated within the Promotional Period and paid in full by the end of Promotional Period (and redeemed during the Redemption Period) are eligible to participate in the Promotion.
11. Purchases of Participating Products for Government and Commercial contract sales, second quality goods (T2), and auction goods are excluded from this Promotion. T2 goods are products bearing serial numbers with the prefix "A", "B" or "C". Further, this Promotion does not apply to damaged, display or run out models.
12. For the purpose of these terms and conditions, "**purchase**" means an order placed and payment made in full for the Participating Product during the Promotional Period from a participating Australian authorised sales agent of Vintec. The following definitions also apply:
 - a. "**Participating Australian authorised sales agent of Vintec**" means only retail partners of Vintec (including authorised online retail partners) approved by Vintec;
 - b. "Purchase" does not include:
 - i. Orders not paid in full;
 - ii. Rental agreements less than 18 months;
 - iii. Purchases made via eBay or other online third party bidding or auction websites;
 - iv. Purchases of second-hand products;
 - v. Purchases made by Vintec staff (and their immediate families);
 - vi. Purchases made through any online discounter (including but not limited to shoppingsafari.com.au, thebargainhunter.com.au and shopbot.com.au);
 - vii. Purchases made through an unauthorised sales agent or seller; and
 - viii. Purchases made directly from Vintec.
13. To participate in this Promotion, an Eligible Entrant must:
 - a. purchase at least one (1) of the following Participating Products during the Promotional Period: V190SG2E-BK, V190SG2E-BKLH, VWM198SBA, VWM198PBA, VWM306SBA, VWM306PBA, VWM148SBA, VWD050SBB, VWD050SSB, VWS050SBB, VWS050SSB, VWS035SBB
 - b. During the Redemption Period complete (and submit) the official entry form located at <https://www.vintec.com/en-au/promotions/>.
 - c. The Eligible Entrant must include the following details on the official entry form:
 - i. their first name and last name (the Eligible Entrant's name on the entry form must be the same as the name provided on the receipt of purchase),
 - ii. contact phone number,

- iii. nominated email address,
 - iv. Vintec product model number and serial number, tax invoice number, purchase invoice date and store of purchase.
 - d. Eligible Entrants must submit their final entry form/claim by the end of the Redemption Period. No claims will be processed after the end of the Redemption Period.
14. The Major Prize Draw will take place at Bamboo Marketing, 1.24, 90-96 Bourke Road, Alexandria 2015 NSW on 4th April 2023 at 11am AEDT, in the presence of an independent scrutineer. The Promoter may draw additional entries and record them in order in the event that an invalid entry or ineligible entrant is drawn. The Promoter will draw the Major Prize winners from all valid entries received by the Promoter during the Promotional Period. The Major Prize winners will be the registered owner of the phone number provided at the time of entry.
15. The first two (2) valid entries from the Major Prize Draw will win a Penfold's Adelaide Trip scheduled from 5 May 2023 to 8 May 2023 with a RRP value of AUD\$13,195 (excluding GST). The Penfold's Adelaide Trip includes the below:
 - Return economy airfares for two (2) people from winners nearest Australian capital city to Adelaide, South Australia. Airfares are subject to the terms and conditions of the relevant airline service provider.
 - All airline and airport taxes
 - Return transfers from airport to accommodation
 - Three (3) night's accommodation at Sequoia Lodge in Adelaide Hills, South Australia (with breakfast included (Friday, Saturday and Sunday)
 - Saturday Penfolds Icon & Luxury Masterclass with lunch
 - Sunday Penfolds dinner event
 - Lunch allowance up to the value of AUD\$500 cash to be paid via electronic funds transfer (EFT) to the winner
 - AUD\$1000 cash spending money cash to be paid via electronic funds transfer (EFT) to the winner

(collectively, the **Major Prize**).
16. All Major Prize winners will be contacted by phone and email using the details provided at the time of entry within five (5) business days of the draw.
17. In the event an invalid or ineligible entry is drawn, or the Promoter is unable to contact a winner within seven (7) days of first attempting to notify that winner, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid, and no compensation will be payable.
18. Winners must be available to accept the Major Prize and follow the Penfold's Adelaide Trip itinerary on the specific dates outlined in clause 15 above. Winners who are unable to accept the Major Prize within seven (7) days of being drawn or accept the terms and conditions in this clause will be deemed by the Promoter to have forfeited their prize and a new winner will be redrawn.
19. The Major Prize winners will be published on <https://www.vintec.com/en-au/promotions/> from 10th April 2023.
20. In the event the Major Prize draw needs to be redrawn for reasons specified in clause 18, the re-draw will take place at Bamboo Marketing, 1.24, 90-96 Bourke Road, Alexandria 2015 NSW on 11th April 2023 at 11am AEDT. Redrawn winners, if any, will be notified by phone and email within two (2) business days of the

unclaimed prize draw and their names will be published on <https://www.vintec.com/en-au/promotions> from 17th April 2023

21. The total prize pool value is up to AUD\$26,390 (excluding GST).
22. The Promoter's decision is final on all matters and no correspondence will be entered into.
23. Prizes, or any unused portion of a Prize, are not transferable, exchangeable or redeemable for cash.
24. In the event that a Prize or any part of a Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority. The Promoter will award the winner a cabinet of wine to the same value as the prize.
25. Acceptance of a Prize is deemed consent for the Promoter to use the winner's name, likeness, image and/or voice for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
26. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used by that Eligible Entrant.
27. The Promoter reserves the right to amend, suspend or cancel any aspect of this Promotion (including any Prize or term) at any time in its sole discretion, subject to any written directions from a relevant regulatory authority.
28. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
29. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including any winners' entries) and disqualify any entry or refuse to award a Prize where false or misleading details have been given by an Eligible Entrant or an Eligible Entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these Terms and Conditions or the spirit of the promotion.
30. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
31. 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
32. Quality control errors will not invalidate an otherwise valid Prize claim.
33. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.

34. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the Eligible Entrant.
35. As a condition of participating in the Promotion and to the extent permitted by law, each winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this Promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which a winner may incur arising out of their participation in the Promotion and/or use of a Prize, howsoever caused.
36. These Terms and Conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
37. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any entry to be entered into the Promotion due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost or misdirected entries. Incomplete or indecipherable entries will be deemed invalid.
38. Except for any liability that cannot be excluded by law, the Promoter 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 attributable to any 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; (d) any variation in the Prize; (e) any tax liability incurred by a claimant or Eligible Entrant; or (f) use of a Prize.
39. All claims and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects personal information about Eligible Entrants for the purpose of including Eligible Entrants in the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the Eligible Entrants may not participate in the Promotion. By participating in the Promotion and opting in at the point of registration, each Eligible Entrant acknowledges that a further purpose for collection of the Eligible Entrant's personal information by the Promoter is to enable the Promoter to gain a better understanding of the Eligible Entrant's requirements in order for the Promoter to provide the Eligible Entrant with information about special offers and invitations. If an Eligible Entrant opts in to receiving direct marketing communications, from time to time, the Promoter may use the Eligible Entrant's personal information to promote other services and products to the Eligible Entrant. An Eligible Entrant may also receive marketing communications from third parties such as the Promoter's contractors, agents, partners and suppliers. An Eligible Entrant may be contacted by telephone, email, SMS, mail, social media or other digital channels. An Eligible Entrant may notify the Promoter at any time that he/she no longer wishes to receive any of these marketing communications and opt out of receiving the same by responding via the channel through which the Eligible Entrant received marketing communication or by contacting the Promoter directly. Eligible Entrants may also gain access to, update or correct any personal information by contacting the Promoter via email at concierge@vintecclub.com. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter at concierge@vintecclub.com
40. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

41. This Promotion is governed by, and construed in accordance with, the laws of the State of New South Wales and by entering the Promotion, Eligible Entrants consent to the exclusive jurisdiction of the courts of the State of New South Wales.

NSW Authority No. TP/00186 ACT Permit No. TP23/00239 SA Permit No. T23/172