

## **Best's Wines – User Generated Content Competition 2022-2023**

Information on how to enter and prize form part of these Terms and Conditions of Entry. Participation in this Competition is deemed acceptance of these Terms and Conditions of Entry. The promoter is Best's Wines Pty Ltd (the "Promoter") (ABN 41 004 166 189), 111 Bests Road, Great Western, Victoria 3374

**COMPETITION PERIOD 1.** The Competition commences 12:01am Australian Eastern Standard Time (AESDT) on 1st September 2022 and closes at 11:59pm AESDT on Thursday 30<sup>th</sup> April 2023 ("Competition Period").

**ELIGIBILITY 2.** Entry is only open to Australian residents aged 18 years or over except residents of the Northern Territory. Employees, and their immediate families, of the Promoter and its agencies associated with this Competition are ineligible to enter.

**HOW TO ENTER 3.** Entrants are required to post a photo featuring a bottle of Best's Wines wine or taken at the Best's Wines Cellar Door using their Instagram or Facebook accounts as follows (each an "Entry"): (a) Via Instagram: by following @bestswines and using the hashtag #BestWines; or (b) Via Facebook: by uploading directly onto Best's Wines Facebook page, facebook.com/BestsWines/

**ENTRY REQUIREMENTS 4.** Your Entry must be received during the Competition Period. 5. 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. 6. Your Entry must be your original work and not copied and must not have been previously published or have previously won a prize or award. 7. The Promoter may copy and amend your Entry and may use (or allow others to use) your Entry and any rights in relation to your Entry, to publicise this Competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your Entry or any amended version of it. The Promoter may also decide not to publish an Entry, to cease publication of an Entry, or to publish an edited Entry. 8. You warrant that your Entry does not breach any third-party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your Entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive). 9. Entries which do not meet the Entry Requirements (as determined by the Promoter in its discretion) may be removed or rejected by the Promoter. 10. There is no restriction on the number of Entries that an Entrant may submit for the Competition. 11. The Promoter assumes no responsibility or liability for any loss arising out of or from: (i) technical issues, system or software failures experienced by an Entrant in submitting their submission or accessing the Website; (ii) user errors; (iii) negligent use of the Website; or (iv) late, lost, delayed, damaged, misdirected, incomplete or unintelligible Submissions. Proof of sending will not be accepted as proof of receipt.

**SELECTION OF WINNERS 12.** For each month from September 2022 until April 2023 ("Monthly Judging Period"), all eligible Entries received during the previous calendar month will be judged based on creativity, originality, and integration of Best's Wines wine/Cellar

Door into the image. One winner will, in the absolute discretion of the judge/s, be deemed the winner of the Prize for each month of Competition. 13. This is a game of skill. Chance plays no part in how the winners will be selected. 14. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

PRIZES 15. There are fourteen (9) Prizes to be won. Each Prize is comprised of up to 3 x 750ml bottles of Best's Wines valued at up to \$85 RRP. With the exception of December where the winner will receive a bottle of Thomson Family Shiraz, valued at \$250. The total prize pool is valued at up to \$930.00 RRP. 16. The winners will be notified by private message/message on Facebook or Instagram within two (2) business days of being chosen. The winners' names will also be published on the Best's Wines website. 17. In the event that a winner is not contactable by the Promoter for a reasonable amount of time (which in any case shall not be longer than one month), or a winner rejects or returns the Prize for any reason whatsoever, the Promoter shall be entitled at their sole discretion to give the Prize to the next available winner and/or surrender the Prize.

GENERAL 18. If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name/s and image/s in any promotional or advertising activity. Short listed and winning entries may be physically printed and displayed at Best's Wines in Great Western. 19. 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. 20. 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. 21. The Promoter is not liable for Entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted. 22. The Promoter's decision in connection with all aspects of this Competition is final. 23. 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. 24. 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. 25. 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. 26. 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\\_nhmr...](http://www.nhmrc.gov.au/_files_nhmr...)). See also the NSW Liquor Competition Guidelines and Intoxication Guidelines ([http://www.olgr.nsw.gov.au/dlg\\_guid...](http://www.olgr.nsw.gov.au/dlg_guid...)).

LIABILITY 27. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth). 28. 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). 29. 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. 30. 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 31. 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 personal information (including through its contractors or agents) or disclose your personal information to its contractors and agents to assist in conducting this Competition or communicating with you. 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. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. You 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 <https://www.bestswines.com/privacy>, contains information about: (a) how you can seek access to the personal information the Promoter holds about you and seek the correction of such information; (b) how you 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 will be provided to overseas companies, and if so, in which countries those companies are located.