

TRADE PROMOTION

ABBREVIATED TERMS & CONDITIONS OF ENTRY

Promotion Period: 16/10/2023 - 12/11/2023. Entry is open to Australian Residents aged 18 yr+. To participate, entrants must purchase a glass of G.H. Mumm at participating venues during the promotion period to receive one of 4 Vintage Mumm posters, scan the QR code on the back of the poster, complete the entry form including the unique poster ID and subscribe to receive marketing material from Pernod Ricard. There are four different posters with a maximum of one entry per person, per poster (4 entries max per person).

The prize is one out of ten dinners for two valued at \$500 at selected venues. Winners will be the first ten correct entries drawn at random on 30/11/2023 at 1pm. Winner(s) will be notified via email within a week 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: +61 497 604 130.

Full T&Cs at: p-r.io/mumm-op-tcs. **Permit Number:** ACT TP 23/02081.

G.H. Mumm Collectable Vintage Poster Activation

TRADE PROMOTION

TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants Residency Age Special Conditions	Australian residents aged 18 or over.
Entry Mechanism	Entrants must, during the Promotion Period: <ul style="list-style-type: none">➤ purchase a glass of G.H. Mumm at participating venues to receive one of 4 vintage G. H Mumm posters with a QR code and unique poster ID on the back➤ Scan the QR code to go to the entry form➤ Complete the entry form including subscribing to receive marketing from Pernod Ricard Winemakers and adding the unique poster ID
Entry Limit	One entry per person per poster (maximum of 4 entries per person).
Promotion Period:- Commencement Time Commencement Date Close Time Close Date	12.01am (AEST) on 16/10/2023 to 11.59pm (AEDT) on 12/11/2023.
Nominated Business	Pernod Ricard Winemakers Pty Ltd, (ABN 75 007 870 046), Level 43, Tower One, 100 Barangaroo Ave, Barangaroo NSW 2000.
Draw Date	30/11/2023
Draw Time	1pm
Prize	The prize is one out of ten dinner vouchers from selected venues valued at \$500. Venues will be determined at Promoter's discretion from the list of approved venues attached. Winners will be allocated a venue closest to their

	location. Promoter's decision is final and no correspondence will be entered into. Prizes must be redeemed by the expiry date specified on the voucher.
Total Prize Value	\$5,000
Approved Notification Method	Via email
Prize Delivery Method	Instructions for dinner reservation and venue will be included in the email to winners
Prize Delivery Date	01/12/2023
Re-Draw Date	11/12/2023
Re-Draw Time	1pm (AEST)
Re-Draw Notification Method	email
Special Conditions	<p>Multiple entries will be accepted but each entry must be submitted on separate entry form and must fully comply with the entry requirements set out in the terms and conditions. The entry from submitted must be an original and photocopies or images of entry forms will not be accepted.</p> <p>If entrants are already subscribed to receive marketing material from Pernod Ricard there is no need to subscribe again provided they enter this promotion using the email address attached to their original subscription.</p> <p>Winners are subject to conditions of entry of the dining venue as if they formed part of these terms and conditions</p> <p>Prize to be taken in alignment with the voucher T&C's issued by the respective venue partner.</p>
Promoter Contact Number	+61 497 604 130
Permit Number	ACT TP 23/02081

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 manufacturer/retailer activating the promotion and the management of their benefiting organisations 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. Prizes will be delivered to winners by the **Prize Delivery Method** by the **Prize Delivery Date**. The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).
10. The Promoter encourages the responsible use of the Prize(s), in accordance with applicable State legislation.
11. 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.
12. 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.
13. If there is no Prize Winner or the Prize Winner cannot be found, the Promoter will publish it.
14. 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** (AEST) 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.
15. 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.
16. Where applicable, the Promoter reserves the right to request that the prize winner of any of their companions obtain certification from a medical professional that they are in the mental or physical condition necessary to be able to safely participate in the prize. If the prize winner or any of their companions is unable to provide such certification, the Promoter reserves the right to refuse to allow the prize winner or any of their companions to take part in any or all aspects of the prize.
17. 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 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.

18. Liability: Except for any liability that cannot be excluded by law, the Promoter (including 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; or (f) use of a prize.
19. 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 war, 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.
20. 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.
21. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
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. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
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. Dispute: If any dispute arises about the conduct of the promotion or the claiming of the prize, the claimant may give written notice to the Promoter giving details of the nature of the dispute and the circumstances giving rise to the dispute. The Promoter will attempt in good faith to reach a settlement as soon as possible. Should agreement not be reached and if the parties agree, they will refer the dispute for mediation.
26. 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.

27. Consent: As a condition of entering this promotion, entrants consent to the Promoter 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. The winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
28. 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.
29. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
30. 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 marketing 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 www.pernod-ricard-winemakers.com.
31. All entries are subject to the **Special Conditions**.
32. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.
33. 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**.
34. This Promotion is authorised under the **Permit Number(s)**.

Compliance with ABAC

An entry will not be accepted as a valid entry if (in the opinion of the Promoter) it:

- encourages under-age drinking, has a strong or evident appeal to minors or features anyone who is, or looks, under 18
 - a. depicts or encourages irresponsible or offensive behaviour, excessive drinking or the misuse of alcohol
- challenges or dares people to drink alcohol
- associates drinking with engaging in any activity which requires a high degree of physical co-ordination, such as driving or playing sport
 - b. suggests that alcohol leads to success or can change your mood or environment
 - c. suggests that alcohol offers any therapeutic benefits or is necessary to relax
 - d. contains religious imagery
 - e. is offensive, anti-social, sexually provocative, discriminatory, exploitative or degrading
 - f. is misleading, deceptive, false, illegal or breaches anyone's intellectual property right.

Approved Venues for Prize

NSW

- Botswana Butchery
- Café Sydney
- Shell House
- Butchers Block
- China Doll/China Lane
- Aalia
- Nour
- Matteo Downtown

QLD

- Emporium Hotel
- Rick Shores
- Raes
- SOFITEL Noosa
- Noosa Waterfront Restaurant
- Crystalbrook Cairns

VIC

- Flour Child
- Botswana Butchery
- Fable
- Left Bank
- QT Melbourne

SA

- Sofitel Adelaide

WA

- Samphire resort
- QT

Permit



ACT
Government



Gambling & Racing
Commission

04 Oct 2023

Permit No ACT TP 23/02081

PERNOD RICARD WINEMAKERS PTY LTD
Level 43, Tower One, 100 Barangaroo Ave
SYDNEY NSW 2000

Attn: Maxime Zocher

PERMIT TO CONDUCT A TRADE PROMOTION

Lotteries Act 1964

PROMOTION

Organisation	PERNOD RICARD WINEMAKERS PTY LTD
Name of Promotion	G.H. Mumm Collectable Vintage Poster Activation
Commencement Date	16 Oct 2023
Closing Date	12 Nov 2023
Final Draw Date	30 Nov 2023
Results Date	07 Dec 2023
Total Prize Value	\$5,000.00
Fee Paid	\$238.00
G.S.T.	\$0.00

Note: This permit is invalid unless signed by a
Delegate of the ACT Gambling and Racing
Commission

This permit is subject to the conditions stipulated in the 'Lotteries Act 1964 Conditions sheet' attached.

This approval made under the *Lotteries Act 1964*, does not, in any way, reduce the permit holder's obligation to comply with other legislation.