

## MOËT HENNESSY AUSTRALIA BRAND PORTFOLIO VEUVE CLICQUOT DINNER PROMOTION AT FLYING FISH

### TERMS AND CONDITIONS

1. Information on how to enter & prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this promotion, these Terms and Conditions prevail.

### ELIGIBILITY

3. Entry is only open to Australian residents aged 18 years or older, as of the date of entry (Northern Territory residents will be excluded where an alcoholic beverage is being awarded as a prize).
4. 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 are ineligible to enter the promotion. 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 (**'Eligible Entrants'**).

### PROMOTIONAL PERIOD

5. The promotion commences at 12:01am 1<sup>st</sup> December 2017 and ends at 11:59pm on the 31<sup>st</sup> December 2017. All times are Australian Eastern Standard Time or Australian Eastern Daylight Savings time on the date stated. (**'Promotional Period'**)

### HOW TO ENTER

6. To enter, Eligible Entrants must purchase a bottle of Veuve Clicquot Yellow Label, while dining at Flying Fish, during the month of December and complete an online entry form including their name, address, DOB and phone number. One entry per purchase of one bottle from the Veuve Clicquot range.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on their entry form will deem their entry invalid.
8. Costs associated with accessing the Promotional Website (if applicable) remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
9. The Promoter reserves the right to, in its sole discretion but subject to State and Territory legislation, to disqualify any individual who tampers with any aspect of the entry process or attempted to gain an unfair advantage over other entrant. In particular, SMS entries via the Internet, computer generation or "scripting" are invalid and will not be accepted. Website entries using "scripting" for multiple entries will not be accepted. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

### DRAW

10. The manual draw will be conducted at MDSA, 15 Grosvenor Street, Neutral Bay NSW 2089 at 4pm on 16<sup>th</sup> January 2018. The draw order of Eligible Entries (drawn from all Eligible Entries) and their corresponding prize/s are as follows:

<b>Draw Order</b>	<b>Prize Description</b>	<b>Value of Each Prize</b>
1	<i>Dinner at Flying Fish – to the value of \$1000 - no travel is included in this prize. Voucher for dinner only. Limit of nine people. A 'la carte and main dining only. Must be used in one sitting.</i>	\$1000
<b>Total Maximum Prize Pool</b>		\$1000

11. The winner/s will be notified in writing via email within two (2) business days of the draw, and the winner of any prize valued over \$250 will be published in *The Australian newspaper* on 25<sup>th</sup> January 2018. All reasonable steps to notify the winner/s of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
12. Prizes are not transferable or redeemable for cash.
13. The Promoter reserves the right to redraw in the event of an entrant being unable to comply with these Terms & Conditions, forfeiting or not claiming a prize. For any prize that remains unclaimed three months after the date of the original draw, a second draw will be conducted at the same time and place as the original draw on 11<sup>th</sup> April 2018. Any winners, will be notified in writing by email within 2 business days of the draw and the winner of any prize valued over \$250 will be published in *The Australian newspaper* on the 19<sup>th</sup> April 2018.
14. Should any unclaimed prizes be an event based prize with a redemption date, the unclaimed prize draw for that prize will be drawn in a timely manner to allow for any unclaimed prize winner/s to attend the event.

## **GENERAL**

15. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the entries of that Entrant may be ineligible and deemed invalid.
16. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging 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. A prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
17. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional 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 Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

18. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
19. As a condition of participating in the prize, each winner's companion (if any) also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
20. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
21. If the promotion is not capable of running as planned for 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, directions of regulators or industry self-regulatory bodies 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 cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State or Territory legislation.
22. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.
23. The Promoter encourages consumers to enjoy alcohol in moderation. Australian legal aged consumers are advised to consider the 'low risk drinking' guideline recommended in the National Health & Medical Research Council Australian Alcohol Guidelines (available at <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>), which state: for healthy men and women, drinking no more than two (2) standard drinks on any day reduces risk of harm from alcohol-related disease or injury over a lifetime and drinking no more than four (4) standard drinks on a single occasion reduces the risk of alcohol-related injury arising from that occasion. Participation in the promotion is subject to relevant liquor legislation in each applicable State and Territory, including responsible service of alcohol. Australian consumers are also encouraged to visit the Australian Government's information site for alcohol at [www.alcohol.gov.au](http://www.alcohol.gov.au).

24. The Promoter will provide to each Entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
25. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion and, where appropriate, award the prizes. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation. An Entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter at <http://www.moet-hennessy-collection.com.au/#contact>
26. Entrants acknowledge that all content posted on Facebook, Twitter and Instagram must be in accordance with their applicable terms.
27. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. Entrants are providing their information to the Promoter and not to Facebook, Twitter or Instagram. Each Entrant completely releases Facebook, Twitter and Instagram from any and all liability.
28. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by visiting <http://www.moet-hennessy-collection.com.au/privacy.html>
29. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant 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 an Entrant's Personal Information with its Australian and overseas related companies, promotional partners, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
30. In these Conditions of Entry: "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "Personal Information" means, for the purpose of *the Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
31. **Promoter:** Moët Hennessy Australia Pty Ltd (ABN 26 104 454 604) Level 7, 201 Coward Street, Mascot NSW 2020. Phone: (02) 8344 9900.
32. Authorised under NSW Permit No. LTPM/17/01677 & ACT Permit No. TP17/00652.