

Terms and Conditions – Vinidex and Irrigear Trade Promotion

WIN A LUXURY HOLIDAY EXPERIENCE WITH VINIDEX (COMPETITION)

Conditions apply

1. Game of chance

- 1.1 Information on how to enter and prizes form part of these terms and conditions. By participating, entrants agree to be bound by these terms and conditions. Entries must comply with these terms and conditions to be valid.
- 1.2 The promoter is Vinidex Pty Limited (ACN 000 664 942) of Level 4, 26 College Street, Darlinghurst NSW 2010 (**Promoter**). To contact the Promoter, please email vxmarketing@vinidex.com.au or telephone our customer service line on 13 11 69.

2. Competition period

The Competition commences at 12:01 am Australian Eastern Standard Time on 15 November 2023 and ends at 11:59 pm Australian Eastern Standard Time on 1 July 2024 (**Competition Period**).

3. Eligibility to enter

- 3.1 Entry is open to sales representatives of Irrigear Stores Limited (ACN 050 403 560) (or any of its related bodies corporate, as defined in the *Corporations Act 2001* (Cth)) (**Irrigear**), who are residents of New South Wales, South Australia, Queensland, Victoria, Western Australia, Tasmania or the Australian Capital Territory and are over the age of 18 years (**Eligible Entrants**).
- 3.2 Directors, management and employees (and their immediate families) of the Promoter, as well as retailers, suppliers, associated entities and agencies associated with this competition are not eligible to enter. However this does not include any persons who are sales representatives of Irrigear.

4. How to enter

- 4.1 To enter, Eligible Entrants, in their capacity as sales representatives of Irrigear, must, during the Competition Period, make a sale of “Vinidex” branded products to a customer of Irrigear of at least \$1,000.00.
- 4.2 Subject to compliance with these terms and conditions, multiple entries are permitted and will be granted on the following basis:
- (a) Eligible Entrants will receive one entry each time they make a sale of Irrigear products of at least \$1,000.00; and
 - (b) where an individual sale of Irrigear products is worth more than \$1,000.00, additional entries will be awarded in increments of \$1,000 (for example, a sale worth \$3,000.00 will be worth three entries).
- 4.3 Eligible Entrants may elect to not participate in, or withdraw at any time from, the Competition by emailing the Promoter at vxmarketing@vinidex.com.au.

5. Prizes

- 5.1 The prize pool is valued at up to \$44,000.00 and consists of the following three prizes:

- (a) the first prize is a \$25,000.00 (inclusive of GST) voucher from Flight Centre Travel Group Limited (ABN 25 003 377 188) (**Flight Centre**). This voucher may be redeemed by the winner of the first prize to purchase tickets to a luxury cruise and/or for any other purpose permitted by Flight Centre's terms and conditions up to the value of the prize (inclusive of GST) (**First Prize**);
- (b) the second prize is an all-terrain vehicle up to the value of \$14,000.00 (inclusive of GST) of the second prize winner's choosing (**Vehicle**) from Segway Technology Co. Ltd. (**Segway Powersports**) (or an authorised dealer of Segway Powersports vehicles). The prize does not include insurance, registration, upgrades or other costs, which will be the responsibility of the second prize winner (**Second Prize**); and
- (c) the third prize is a \$3,000.00 (inclusive of GST) voucher with Deep Sea Fishing Charters Pty Ltd (ABN 11 168 400 888) (**Deep Blue Charters**), and a \$2,000.00 voucher with Flight Centre. The vouchers may be used to purchase tickets for a fishing charter with Deep Blue Charters and associated travel costs (subject to Flight Centre's and Deep Blue Charters' terms and conditions) and/or for any other purpose permitted by the terms and conditions applicable to the vouchers (**Third Prize**),

(together, **the Prizes**).

Prize vouchers must be redeemed between any dates specified in the vouchers.

All expenses other than those expressly referred to in this clause 5.1 (including insurance and additional travel) will be at the respective winner's cost. The Promoter will not be liable, and no cash or other prizes will be awarded, if the winner fails to meet or cancels any travel schedules or other bookings for any reason. Unless stated otherwise, the Prizes are not transferable and are not redeemable for cash.

- 5.2** All taxes (excluding goods and services tax (**GST**)), which may be payable as a consequence of receiving the Prizes, are the sole responsibility of the winners.
- 5.3** Subject to clause 14.8, the Promoter is not liable for any loss, damage or injury suffered as a result of the winners accepting and/or using the Prizes, except for any liability which cannot be excluded by law.
- 5.4** Eligible Entrants acknowledge that use of, or participation in, the Prizes carry inherent risk. Eligible Entrants acknowledge that use of the Prizes may be dangerous and if they (and any other person(s) sharing the Prizes with the Winners) choose to participate in the Prizes, they do so at their own risk. Use of, or participation in, the Prizes may be subject to obtaining medical clearance. The Promoter or suppliers of the Prizes may require the winners to sign an agreement releasing the Promoter and/or suppliers of the Prizes from all liability arising from their use of the Prizes.
- 5.5** The Prizes are subject to the terms and conditions of Flight Centre, Segway Powersports and/or Deep Blue Charters, as applicable.

5.6 Subject to clause 14.8, the Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with, the Prizes or the conduct of Flight Centre, Segway Powersports and/or Deep Blue Charters, as applicable.

5.7 Participants may not win more than one Prize. If a participant's name is drawn and the participant has already won a Prize, another name will be drawn to determine the winner of that second Prize.

6. Draw date and time

6.1 All valid entries will be included in the draw.

6.2 The draw will take place at 12:00 pm Australian Eastern Standard Time on 15 August 2024 at Vinidex, 224 Musgrave Road, Coopers Plains QLD 4108 (**Prize Draw Date**).

6.3 The first valid entry drawn will be the winner of the First Prize, the second valid entry drawn will be the winner of the Second Prize and the third valid entry drawn will be the winner of the Third Prize (together, the **Winners**).

6.4 The Prizes will be announced and distributed in accordance with clause 7 and clause 9. Winning is not contingent on being present at the draw.

6.5 The draw will be scrutinised by an independent person, unless an exemption is granted by a regulatory authority. Where practicable, members of the public will be given the opportunity to witness the draw.

7. Prize delivery

7.1 Prizes will be delivered, paid or transferred to the Winners within 28 days after the Prize Draw Date.

7.2 The Winners will be notified about how the prize will be delivered (or may be collected) within 7 days of the draw.

8. Prize substitution

In the event that any of the Prizes (or any part of the Prizes) become unavailable for reasons beyond the Promoter's control, the Promoter may substitute the Prize (or the relevant part of the Prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

9. Winner notification and publication

9.1 The Winners will be notified within 7 days of the Prize Draw Date.

9.2 The Winners will be notified in writing by email or by SMS to the email address or phone number recorded by the Promoter (or as updated by the Eligible Entrant in accordance with clause 11.3).

9.3 The names of the Winners will be published on the Promoter's website for a minimum of 28 days on and from Prize Draw Date.

10. Unclaimed prizes

10.1 All Prizes will be distributed during or after the close of the Competition.

10.2 The Promoter will make reasonable efforts to identify and locate the Winners.

- 10.3** If any Prizes remain unclaimed three months after the Prize Draw Date, an unclaimed prize draw will be held at Vinindex, 224 Musgrave Road, Coopers Plains QLD 4108, or any other suitable address determined by the Promoter, on 16 November 2024 at 12:00 pm Australian Eastern Standard Time subject to the approval of any necessary regulatory authority (**Unclaimed Prize Draw**).
- 10.4** The winners of the Unclaimed Prize Draw will be notified in the same manner as set out in clause 9.2. Winner's names will be published in the same manner as set out in clause 9.3.
- 10.5** Subject to clause 14.8, the Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the Competition.

11. Use of Eligible Entrant's personal information

- 11.1** Personal information including the Eligible Entrant's name, address, telephone number, email and nominated bank account details will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Competition, or for promotional and marketing purposes (including for direct marketing) (**Purpose**).
- 11.2** By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose.
- 11.3** Eligible Entrants may access, change or update their personal information by emailing the Promoter at vxmarketing@vinindex.com.au or by telephone at 13 11 69 during office hours. A copy of the Promoter's privacy policy is available at <https://www.vinindex.com.au/privacy/>. The privacy policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

12. Publicity

Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a Winner in any media for 24 months without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

13. Social media platforms

Subject to clause 14.8, the Promoter is not responsible for any loss, damage or injury (**Loss**) to Eligible Entrants resulting from entering or participating in this Competition including Loss arising from any comments made, or material published, by third parties about the Eligible Entrants on any social media platform in connection with this Competition.

14. General conditions

- 14.1** A reference to money (including '\$') is to Australian currency.
- 14.2** The Promoter's decision is final and binding and no correspondence will be entered into. Subject to clause 14.8, the Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
- 14.3** Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter in accordance with clause 11.3. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter.
- 14.4** The Promoter reserves the right to disqualify any individual who:
- (a) does 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;
 - (b) disrupts, annoys, abuses, or engages in fraudulent misleading and deceptive conduct;
 - (c) is involved in any way in interfering or tampering with the conduct of this Competition;
 - (d) has breached any of these terms and conditions or any law; or
 - (e) has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
- 14.5** Participants may make a complaint regarding the conduct of the Competition by notifying the Promoter in writing via email to vxmarketing@vinidex.com.au (**Complaint**). Upon receipt of a Complaint, the Promoter will take reasonable steps to consider and respond to the Complaint fairly within a reasonable time.
- 14.6** The Winners have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, subject to clause 14.8 and only to the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort, contract or otherwise for any personal injury or any other loss or damage (including without limitation, loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
- (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 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 market value to that stated in these terms and conditions;
 - (e) any tax implications; or
 - (f) the Prizes or use of the Prizes.

- 14.7** If for any reason beyond the reasonable control of the Promoter, this Competition is not capable of running as planned (including because of any changes to the law that would or might render the Competition or any Prizes unlawful), the Promoter reserves the right to take any reasonable action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.
- 14.8** Notwithstanding any other provision of this document, the promoter does not exclude liability for any loss that cannot be excluded at law or that is caused by the gross-negligence or willful misconduct of the Promoter.
- 14.9** The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions as directed by a regulatory authority.

Authorised under ACT Permit No ACT TP 23/02196.1, NSW Authority No TP/03046 and SA Permit Licence No T23/1669.