

## **“FASSINA LIQUOR BUY SA WEEK 2024 FASSINA VOUCHER” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. Entry is only open to Australian residents aged 18 years or over.

3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) 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 1st cousin.

4. Entries into the promotion open on 15/08/2024 and close at 11:59pm ACST on 18/08/2024 (“**Promotional Period**”).

5. A “**Participating Store**” is all Fassina Liquor Stores in metro Adelaide (therefore excluding the Whyalla store), and stocks the Eligible Products (defined below) during the Promotional Period.

6. To be eligible to enter, individuals must purchase any SA product from our in-store tastings (“**Eligible Product**”) from a Participating Store during the Promotional Period and obtain a purchase receipt (“**Qualifying Transaction**”). If a staff member does not automatically hand the individual a purchase receipt form after making a Qualifying Transaction, it is the individual’s responsibility to request one.

7. To enter, individuals must then write their full name and mobile number on the back of the relevant receipt showing an eligible purchase and put into the red entry box during the Promotional Period.

8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the number of Eligible Products purchased in excess of one (1) in the Qualifying Transaction; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only one (1) entry permitted per person per day.

9. Entrants do not need to retain their original or a copy of their purchase receipt(s) as proof of purchase. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.

10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to

believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11. Incomplete or indecipherable entries will be deemed invalid.

12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

13. The draw will take place at Fassina Group, 35 Oaklands Road, Somerton Park on Wednesday 21<sup>st</sup> August 2024 at 2:00pm ACST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email within two (2) business days of the draw. Winners will be published on the Fassina Liquor website on 23/08/2024.

14. The Promoter's decision is final and no correspondence will be entered into.

15. The first 5 valid entries drawn will win a \$200 Fassina voucher each.

16. The vouchers must be redeemed within thirty six (36) months from the date of issue. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

17. The Promoter encourages consumers to enjoy drinking responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at [www.nhmrc.gov.au](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.

18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.

19. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

20. Total prize pool value is \$1000.

21. Prizes, or any unused portion of a prize, cannot be taken as cash, unless otherwise specified.

22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in

any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

23. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 / taking of a prize.

26. The Promoter collects personal information (“**PI**”) in order to conduct the promotion but will never disclose such PI to third parties, including but not limited to agents, contractors, service providers, or prize suppliers. Entry is conditional on providing this PI. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for their own promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.

27. The Promoter is Fassina Group (ABN **67 007 564 203**) of 35 Oaklands Road, Somerton Park, SA 5044. Telephone +61 (08) 8295 7707