

KITCHENAID 2024/25 PROMOTION TERMS & CONDITIONS

1. Information on how to enter and the prize(s) 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 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, in-laws, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousins.
4. Entries into the promotion open at 9:00am AEDST on 01/10/2024 and close at 11:59pm AEDST on 31/01/2025 ("Promotional Period").
5. A participating store is any store in NSW, SA, QLD, TAS, WA, ACT and VIC that displays material for this promotion during the Promotional Period ("Participating Store").
6. To be eligible to enter, individuals must purchase 1 (one) bottle from the following ranges - McWilliam's Inheritance Range including both the 'Crafted by' and 'Fruitwood' range; Royal Reserve, at any Participating Store during the Promotional Period ("Qualifying Transaction").
7. To enter, individuals must then complete the official online entry form, attach the original purchase receipt, and submit via <https://www.calabriafamilywinegroup.com/promotions> during the Promotional Period.
8. Multiple entries are permitted, subject to the following: (a) one (1) purchase equals one (1) entry ; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of six (6) entries per person per day is permitted.
9. 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 jeopardize 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.
10. Incomplete or indecipherable entries or receipts will be deemed invalid.
11. 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.

KITCHENAID 2024/25 PROMOTION TERMS & CONDITIONS

12. The draw will take place at 1283 Brayne Road, Griffith, NSW 2680 on 04/02/2025 at 11.00 am AEST. The Promoter will randomly draw one (1) winner, and check their eligibility before determining whether further draws will need to take place. The winner will be notified in writing via email by a staff member from the Calabria Family Wine Group Head Office during business hours on 05/02/2025, and their details (last name, first initial and postcode) will also be published on our website page on 06/02/2025 at <https://www.calabriefamilywinegroup.com/promotion-winners>

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

14. The winner drawn will receive one (1) x Artisan Tilt-Heard Stand Mixer KSM192 & Assortment of KitchenAid utensils. Approximate value \$1,049 not including all shipping costs within Australia.

15. Prize is not transferable or exchangeable and cannot be redeemed for cash.

16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take/redeem the prize (or part of the prize) at/by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited.

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

18. If prize is unclaimed following notification for more than 28 days, a further draw will take place at 1283 Brayne Road, Griffith, NSW 2680 on 04/03/2025 at 11.00 am AEST. The Promoter will randomly draw one (1) winner, and check their eligibility before determining whether further draws will need to take place. The winner will be notified in writing via email by a staff member from the Calabria Family Wine Group Head Office during business hours on 05/03/2025, and their details (last name, first initial and postcode) will also be published on our website page on 06/03/2025 at <https://www.calabriefamilywinegroup.com/promotion-winners>

19. 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.

20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

KITCHENAID 2024/25 PROMOTION TERMS & CONDITIONS

21. 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.

22. 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 of a/the prize.

23. The Promoter encourages consumers to enjoy alcohol responsibly. Legal-aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol#-blockviews-block-file-attachments-content-block-1>

24. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.calabriawines.com.au/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

25. The Promoter is Calabria Family Wines (ABN 73 074 534 295) of 1238 Brayne Road, Griffith NSW 2680, telephone 02 6969 0800 ("Promoter").