

Y Series Consumer Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Y Series Consumer Promotion
Promoter:	S. SMITH & SON PTY. LIMITED ABN 17 007 871 427, 40 Eden Valley Rd, Angaston, SA 5353, Australia. Ph: 08 8561 3200 For any inquiries regarding this Promotion, please contact the Promoter at info@hsfe.com or on 08 8561 3200
Promotional Period:	Start date: 01/09/24 at 09:00 am AEST End date: 31/12/24 at 11:59 pm AEDT
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	<p>To enter the Promotion, the entrant must complete one of the following entry methods during the Promotional Period:</p> <p>Entry Method 1: Off-Premise</p> <ul style="list-style-type: none"> a) purchase a participating Y Series Wine (see Annexure A), to share, from any Participating Retailer (as set out below); and b) visit hsfepromotions.com.au/yseries, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name and email address) and upload a photo or scanned copy of their receipt for the qualifying transaction. <p>Entry Method 2: On-Premise</p> <ul style="list-style-type: none"> c) purchase a participating Y Series Wine (see Annexure A), to share, from any Participating Retailer (as set out below). Entrants will receive a card with a unique code at the time of purchase; and d) visit hsfepromotions.com.au/yseries, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name and email address) and their unique code. <p>Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction or a unique code.</p> <p>Instant Prize winners will be notified on screen upon entry form submission, subject to verification.</p> <p>The entrant must fill out the online entry form for every entry.</p>
Participating Retailers:	This promotion will run in Participating Retailers in Australia that stock and sell the participating Y Series Wine(s). A Participating Retailer is any retailer in Australia (including online) that stocks the participating Y Series Wine(s) and displays material advertising this Promotion.
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <ul style="list-style-type: none"> a) limit one (1) entry permitted per transaction; b) limit one (1) entry permitted per person each day; and c) each entry must be submitted separately and in accordance with the entry instructions above. <p>The entrant is eligible to win a maximum of one (1) Major Prize (excludes SA residents).</p>
Total Prize Pool:	AUD \$54,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The prize is a \$10,000 Phil Hoffmann Travel voucher.	3	AUD\$10,000.00	Draw: computerised random selection - 10/01/25 at 12:00 pm AEDT
Minor Prize: The prize is a 35mm co film camera (colour to be determined by the Promoter in its absolute discretion).	200	AUD\$120.00	Instant Win

Prize Conditions	<p><u>Major Prize:</u></p> <ul style="list-style-type: none"> Voucher is valid from 15/01/25 to 18/06/25. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions available at https://www.pht.com.au/services/gift-vouchers. <p><u>Minor Prize:</u></p> <ul style="list-style-type: none"> The prize will be delivered by the Promoter. The winner must provide their address for the prize to be delivered.
Winner notification:	The Major Prize winners will be contacted by email within seven (7) days of the draw. The winners will be published at hsfepromotions.com.au/yseries by 17/01/25.
Unclaimed Prizes:	<p>Prizes must be claimed by 11/03/25 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 12/03/25 at 12:00 pm AEDT at XPO: Mars United Commerce, Office 802, 558 Pacific Highway, St Leonards NSW 2065, Australia. The winners of the redraw will be notified by email within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at hsfepromotions.com.au/yseries by 19/03/25.</p> <p>If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at hsfepromotions.com.au/yseries.</p>

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Promotional Period.
- Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- Draw
 - The draw will take place at XPO: Mars United Commerce, Office 802, 558 Pacific Highway, St Leonards NSW 2065, Australia at 12:00 pm AEDT on 10/01/25 using computerised random selection.
 - The first three (3) valid entries drawn will be the winners of the prizes specified in the Schedule above.
 - The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
- Instant Win:
 - Minor Prize winners will be notified immediately if they have won on screen upon entry form submission, subject to verification.
 - Quality control errors will not invalidate an otherwise valid prize claim.
 - Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured.
- All reasonable attempts will be made to contact each Major Prize winner.

8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
10. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
11. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at <https://www.liquorandgaming.nsw.gov.au/>. Entry and continued participation in this Promotion is subject to the Participating Venue's liquor serving policy.
12. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
13. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
14. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
15. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
16. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
17. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://www.xpobrand.com.au/privacy-policy/>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
18. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
19. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
20. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

21. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
22. 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.
23. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
24. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
25. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
26. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. A participating venue will not offer this promotion as an inducement directed at encouraging patrons to gamble in line with relevant state gambling authorities.
30. A participating venue will not offer this promotion as an inducement directed at encouraging patrons to consume alcohol in line with relevant state liquor authorities.
31. Authorised under: ACT Permit No. TP 24/00939, NSW Authority No. TP/3487 and SA Permit No. T24/736.

Annexure A:

The list of participating Y series wine is below:

- Yalumba Y Pinot Grigio
- Yalumba Y Riesling
- Yalumba Y Sauv Blanc
- Yalumba Y Sang Rose
- Yalumba Y Viognier
- Yalumba Y Shiraz
- Yalumba Y Cab Sauv
- Yalumba Y Pinot Noir
- Yalumba Y Merlot
- Yalumba Y Tempranillo

- Yalumba Y Shz Viognier
- Yalumba Y Lighter Chardonnay
- Yalumba Y Pinot Gri
- Yalumba Y Chardonnay
- Yalumba Y Lighter Pinot Grigio
- Yalumba Y Lighter Cuvee