

Batch X Claim Cashback

Terms and Conditions

Promoter	Accolade Wines Australia Limited (ACN 008 273 907), Reynell Road, Reynella SA 5161.
Entry Restrictions	Open only to Australian residents aged 18 or over except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies, companies or participating outlets associated with this offer (including, without limitation, VCG PromoRisk Pty Ltd ABN 90 611 506 408 (Administrator)).
Offer Period	12.01am (AEST) 3 October 2018 until 11.59pm (AEST) 16 October 2018 (Offer Period). A participating outlet may advertise within the outlet that this offer is running on alternative dates within the Offer Period (in which case, these alternative advertised dates will be the Offer Period for that outlet).
Outlets	Participating Bottlemart liquor outlets in NSW, ACT, VIC and QLD.
Entry Method	During the Offer Period, you must: <ol style="list-style-type: none">1. register your interest to participate in this promotion at http://bottlemart.com.au/batch-x2. Purchase 1 specially marked bottle of Batch X Sangiovese or Batch X Shiraz from a participating outlet (Eligible Purchase) for off premise consumption from any participating Outlet and retain purchase receipt; and3. visit http://bottlemart.com.au/batch-x (Website), upload image of full original purchase receipt (Tax Invoice) and fully complete and submit the online claim form, including by providing any information as required by the Promoter., to receive a gift.
Gift Details	Every valid claimant will receive a gift. Each gift is a cashback of the purchase price of a 750ml bottle of Batch X Wine (Eligible Product) as shown on the receipt corresponding to the Eligible Purchase, up to a maximum of \$20 (inc GST), paid into the successful claimant's bank account or Paypal account within thirty days of claim validation. Gifts must be claimed within the Offer Period.
Entry Limits	Limit of one claim per household.
Retain Receipt Requirements	Claimants must keep the original itemised purchase receipts for the Eligible Purchase, as proof of purchase. Purchase receipts must be identical to the image uploaded by claimants with their claim, and must clearly identify the participating Outlet of purchase. All receipts must clearly identify the products purchased (which must include the Eligible Product), and the date of purchase (which must be during the Offer Period before claimants submit their claims). If, in the Promoter's or Administrator's opinion, a claimant has shared any receipt/s with another person, that claim will be invalid and the claimant will lose any right to a gift.

Claimant Notification

Successful claimants will be notified in writing by the Promoter or Administrator once their claim for a gift is validated.

- 1 Information regarding gifts and how to claim forms part of these conditions. By participating in this offer, claimants accept these conditions.
 - 2 The offer will be conducted during the Offer Period.
 - 3 If relevant, claimants who have submitted an online claim form will receive a return online notification confirming whether or not their claim has been successful and whether they will receive a gift. By participating in this offer, claimants consent to receiving this electronic message.
 - 4 Claims must be received during the Offer Period (or such other date as is specified in these conditions). Claims are deemed to be received at the time they are received by the Promoter and/or the Administrator and not at the time of submission by the claimant.
 - 5 Failure of a claimant to provide their original receipt(s) (as per any Retain Receipt Requirements) (without alteration) to the Promoter or Administrator upon request may, at the Promoter's or Administrator's discretion, result in an invalid claim (and, at the Promoter's or Administrator's discretion, in all of the claimant's claims being invalid).
 - 6 The Promoter and Administrator is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter and Administrator have no control over communications networks and are not liable for any problems or consequences associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter and Administrator is not liable for any consequences of user error including (without limitation) costs incurred. Claimants who enter using multiple email addresses or aliases may be disqualified. If applicable, consumers are responsible for their own costs associated with accessing the Internet. Automatically generated claims will not be accepted. If claims must be submitted on a claim form, only original claim forms will be accepted. Claim forms and promotional vouchers from any other offer are not valid for this offer.
 - 7 The gifts are as stated in the Gift Details. All gifts are subject to any additional conditions specified by the Promoter, Administrator and/or gift suppliers, including any periods of validity where relevant.
 - 8 Gift recipients will be notified in accordance with the Claimant Notification.
 - 9 Claimants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the receipt of any gift, free of charge, and they consent to the Promoter using their name and image in promotional material.
 - 10 The Promoter and/or the Administrator may require claimants to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's and/or Administrator's discretion.
 - 11 If a claim is deemed not to comply with these terms and conditions, the claim will be discarded.
 - 12 The Promoter and/or Administrator may, in their sole discretion, disqualify all claims from, and prohibit further participation in this offer by, any person who tampers with or benefits from any tampering with the claim process or with the operation of the offer or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this offer, is contrary to law or is otherwise inappropriate.
 - 13 The Promoter's and Administrator's decisions in connection with all aspects of this offer are final and no correspondence will be entered into.
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- 14 The gifts are not transferable or exchangeable.
- 15 The Promoter, the Administrator and their 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 (including, without limitation, allergies, skin conditions or other reactions), illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this offer or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions 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)*.
- 16 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to gifts or be liable for any damage that occurs to gifts whilst they are displayed on premise at an Outlet. Payment of gifts (where included as part of the offer) is within Australia only.
- 17 The Promoter may communicate or advertise this offer using Facebook. However, the offer is in no way sponsored, endorsed or administered by, or associated with, Facebook. Claimants are providing their information to the Promoter and/or Administrator and not to Facebook. Each claimant completely releases Facebook from any and all liability.
- 18 If for any reason any aspect of this offer 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 or Administrator, the Promoter and/or Administrator may in its sole discretion cancel, terminate, modify or suspend the offer, or invalidate any affected claims.
- 19 The Promoter and/or Administrator are not liable for any tax implications arising from the receipt of gifts. Independent financial advice should be sought. Where this offer involves, for GST purposes, supplies being made for non-monetary consideration, claimants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 20 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 Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. Entry and continued participation in this offer is subject to each Outlet's liquor serving policy.
- 21 All claims will be the property of the Promoter. The information claimants provide will be used by the Promoter and the Administrator for the purpose of conducting this offer. The Promoter may collect claimants' personal information (including through its contractors or agents) or disclose claimants' personal information to the Administrator, its contractors and agents to assist in conducting this offer or communicating with claimants. Each claimant consents to the storage of their personal information on the Promoter's and/or Administrator's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting the claimant via electronic messaging (and claimants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility). Claimants can update their personal information or request access to the personal information the Promoter holds about them by contacting the Promoter. All correspondence should be to the attention of the Privacy Officer. A copy of the Promoter's privacy policy can be obtained from the Promoter or from the Promoter's website at www.accolade-wines.com and contains information about:
- a) how claimants can seek access to the personal information the Promoter holds about them and seek the correction of such information;
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- b) how claimants can complain about a privacy breach and how the Promoter will deal with such a complaint; and
 - c) whether claimants' personal information the Promoter holds will be provided to overseas companies, and if so, which countries those companies are located.
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