## ENJOY A TASTE OF THE CAPE CONSUMER PROMOTION TERMS & CONDITIONS:

- 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. To the extent of any inconsistency between these Terms and Conditions and any other reference to this promotion, these Terms and Conditions prevail.
- 2 The Promoter is Moët Hennessy Diageo Singapore Pte\_ Ltd\_, 83 Clemenceau Avenue\_ #09-01 UE Square\_ Singapore 239920 ("Promoter").
- 3. Entry is open to Singapore residents aged 18 years or over.
- 4. The directors, management, and employees (and their immediate families) of the Promoter, Participating Venues (as 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, stepgrandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, stepsister or 1st cousin.
- The Promotion will take place at approximately 15 venues / outlets that are invited by the Promoter ("Participating Venue").
- Promotion commences on 8 September 2021 and ends on 21 November 2021. ("Promotional Period").
- To enter, individuals must complete the following step(s) during the Promotional Period:
  - purchase any Cape Mentelle Chardonnay, Cabernet Merlot, Shiraz, and Cabernet Sauvignon product from a Participating Venue to receive a boarding pass entry form;
  - b. scan the QR code on the boarding pass to visit https://www.capementelle.com.au/Atasteofthecape/EntryformSG, complete the online entry form with requested details (including full name, contact phone number, email address, date of birth, country, and unique flight number from the boarding pass) and submit the fully completed entry form.
- 8. For every qualifying purchase by the glass the consumer will receive one (1) entry card with a limit of one (1) entry permitted per person, per day.
  - For every qualifying 750ml bottle purchase to share between four people, the consumer will receive six (6) entry cards.
- 9. Incomplete, indecipherable, inaudible or illegible entries will be deemed invalid. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an entrant on their entry form will deem their entry invalid.
- 10. Entrants must retain their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the products purchased, store of purchase and that the purchase was made during the Promotional Period but prior to entry.
- 11. 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.
- 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 Moët Hennessy Diageo Singapore Pte\_Ltd\_, 83 Clemenceau Avenue, #09-01 UE Square Singapore 239920 on 24 November 2021. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- The winner will be notified in writing within two (2) business days of the draw, and their name will be published online at https://www.capementelle. com.au from 26/11/21.
- 15. The Promoter's decision is final, and no correspondence will be entered into.

16. There will be one prize draw: the first valid entry drawn will win the prize outlined below, valued at over \$3,000.

The prize consists of a trip for two (2) adults to Margaret River, WA.

## Prize for Singapore based winner include:

- · return economy flights departing from SIN airport to PER airport
- · accommodation for two (2) nights
- hire car for three (3) days including \$150 petrol allowance (given as an EFTPOS/VISA gift card) \$0 excess insurance and unlimited kilometres
- · Local guided tour
- · Cape Mentelle welcome hamper
- · Cape Mentelle VIP Winemaker Tour & Tasting including a picnic hamper
- 17. The following conditions apply to the prizes:
  - Travel must take place between 1 January 2022 and 31 December 2022.
  - · Winner and their guest must be ages 18 years or over
  - Winner and their guest must depart / return to the same departure point and travel together
  - Frequent Flyer points and similar reward programs will not form a part of the prize
  - Winner and their guest may be required to present their credit card at time of accommodation check in and hire car collection
  - All other ancillary costs not specified as forming part of the prize (in point 16 above) are the responsibility of the winner and/or their guest. This includes but is not limited to meals, travel insurance, additional spending money, transport to and from departure point, items of a personal nature, in-room charges etc
  - Itinerary to be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers. All prize components are subject to availability at the time of booking
  - Winner and their guest should enquire about local issues and conditions at the destination prior to travel. All elements of the prize will be subject to the relevant Covid and/or Australian Health Authority and State restrictions.
  - The Promoter and tour organisers hereby expressly reserve the right to eject the winner and/or any companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
  - Winners and their guests are responsible for obtaining their visas and all entry permits to enter Australia.
- 18. Winner must confirm acceptance of the prize in writing by 5:00pm on 3 December 2021.
- 19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 20. If any prize (or part of any 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.
- 21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 22 A re-draw for any unclaimed prize(s) may take place on 6 December 2021 at the original prize draw location, subject to any directions from a regulatory authority. Winner(s), if any, will be notified in writing within two (2) business days of the re-draw, and their name will be published online at https://www.capementelle.com.au from 8 December 2021.
- 23. Re-draw winner must confirm acceptance of the prize in writing by 5:00pm on 15 December 2021.

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- 24. The Promoter encourages consumers to enjoy liquor responsibly. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
- 25. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the entries of that entrant may be ineligible and deemed invalid.
- 26. 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. The entrant agrees that, in the event they are a winner, the entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
- 27. 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.
- 28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 29. Except for any liability that cannot by law be excluded, 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.
- 30. Except for any liability that cannot by law be excluded, 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) taking/use/redemotion of a prize.

- 31. As a condition of accepting the prize, the winner(s) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 32 An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter, and the entrant agrees to execute any documents to give effect to this clause, as requested by the Promoter. The Promoter collects Personal Information about an entrant to include the entrant in the promotion and, where appropriate, award the prizes. If the Personal Information requested is not provided, the entrant cannot participate in the promotion and is deemed ineligible. An entrant also agrees that the Promoter may, in the event the entrant is a winner, publish or cause to be published the entrant winner's name and locality in any media. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by visiting https://privacy-policy-ap.moethennessy.com/EN.pdf.
- 33. By entering the promotion, entrants acknowledge that a further primary purpose for collection of the entrant's Personal Information by the Promoter is to contact the entrant in the future with information about the Promoter, including special offers, market research or to provide the entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an entrant's Personal Information with its Australian and overseas related companies, promotional partners, servants, employees, agents and trusted third parties who may contact the entrant for their legitimate commercial purposes, including special offers, market research or to provide the entrant with marketing materials in this way. By entering the promotion, entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.