

**Independent Brands Australia  
Sydney Swans Footy Finals Competition 2014  
Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. The Promoter is Independent Brands Australia, (ABN: 52 097 248 621) of 4 Newington Road, Silverwater, NSW 2128.
3. Entry is open to all residents of Australia who are 18 years of age or over. However, employees and their immediate families of The Promoter, Salmat Limited, and their associated agencies including owners and staff or their immediate family are not eligible to enter.
4. The competition commences on Monday 14<sup>th</sup> July 2014 at 09:01 (AEST) and concludes on Sunday 10<sup>th</sup> August 2014 at 23:59 (AEST).
5. The competition will be advertised on point of sale in participating Cellarbrations stores, online media, catalogue/flyer distribution.
6. To enter, participants must make a purchase of \$30 or more in a single transaction on any product(s) (excluding tobacco or gift cards) in-store at a participating Cellarbrations outlet during the promotional period, keep their receipt as proof of purchase and enter:
  - a) ONLINE: Entrants must then visit [www.cellarbrations.com.au](http://www.cellarbrations.com.au) click on the competition link and register their details for entry. Entries must include and is not limited to the entrant's full name, mobile phone number, email address, store suburb and store name purchase has been made to receive 1 x entry into the draw.
7. Entrants in the competition may enter as many times as they like providing that they meet all entry requirements and entry is limited to 1 entry per purchase receipt.
8. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including store receipt for purchase requirement) in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
9. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
10. Entries must be received by 23:59 (AEST) on Sunday 10<sup>th</sup> August 2014. The time of entry will in each case be the time online entry is received by the Salmat Limited database. The Promoter accepts no responsibility for any late, lost or misdirected entries.
11. There will be 1 x Major prize winner:

**Major Prize:**

- Win a trip for you and 3 mates (4 people total) to watch the AFL Grand Finals Saturday 27<sup>th</sup> September 2014.
- 4 x Return economy flights from the winners closest capital city valued up to \$6,200.00
- \$250.00 VISA (spending money)
- 3-4 Star twin share accommodation valued up to \$1,800.00
- 4 x Grand Final ticket package valued up to \$7,200.00

Total prize valued up to \$15,450.00

12. Prizes cannot be transferred and cannot be redeemed for cash.
13. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. 1 x valid entrants will be drawn at random to become the winner of the Major prize. The draw will take place at Salmat Limited, Level 2, 116 Miller Street, North Sydney NSW 2060, on Monday 11<sup>th</sup> August 2014 at 11:00 (AEST).
14. The winners will be notified within 2 days of the draw. The winners will be notified of their prize in writing and will have their details published in the Public Notices section of The Australian newspaper on Friday 15<sup>th</sup> August 2014.
15. Travel must be taken at the time specified by The Promoter and must coincide with the dates of the AFL Grand Final on Saturday 27<sup>th</sup> September 2014. If the Major Winner and travelling companions are, for whatever reason, unable to travel on a nominated date, or do not take an element of the prize within the time stipulated by the Promoter then that element of the prize will be forfeited by the winner. Cash will not be awarded in lieu of the prize or element thereof.
16. The Major Prize must be claimed by Friday 5<sup>th</sup> September 2014 and if the Major prize remains unallocated or unclaimed, a further draw will be conducted on Monday 8<sup>th</sup> September 2014 at 09:30 (AEST) at the same place as the original draw (subject to any written directions given under all State Regulations). In the event of a re-drawn winner, the winner will be notified in writing and their details will be published in the Public Notices section of The Australian on Thursday 11<sup>th</sup> September 2014.
17. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
18. The Major Winner and their companions are responsible for all other expenses including spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
19. The Major Winner and travelling companions must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure (Sydney, Brisbane, Adelaide or Perth). (If the winner is from Tasmania, ACT or NT connecting flights from these cities to the nearest flight departure capital city will be included in the prize package for the winner and travelling companions only – if applicable). If the winner resides in Victoria then the flight and hotel component of the prize will not be included and the winner and their travelling companions will be responsible for making their way to and from AFL Grand Final Game.
20. The Major Winner must behave in an appropriate manner during the event, and are responsible for their companion's behaviour during the event. Should they at any time

exhibit behaviour that is not acceptable at the venue for example disorderly behaviour they will be removed from the venue and event. The winner acknowledge that it is their sole responsibility to follow all directives of these parties regarding receipt of the prize and if not followed may result in the winner failing to receive the prize and in which case they shall not be entitled to receive any other prize, compensation or other form of entitlement in lieu. (under written direction by the state lotteries authority).

21. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
22. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
23. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to photo identification, which meet the requirements of government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s.
24. If any one component of the prize is not taken by the winner's consent no cash or substitute will be offered.
25. Legal aged consumers should be advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are available at: <http://www.alcohol.gov.au/>
26. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
27. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
28. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
29. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
30. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
31. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with The Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
32. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

33. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
34. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
35. Prizes will be awarded to person named in the entry only.
36. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
37. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
38. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
39. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
40. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
41. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
42. The Promoter, Salmat Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
43. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.

44. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
45. All entries become the property of The Promoter. All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
46. Salmat Limited, on behalf of The Promoter, is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Salmat Limited and its subsidiary branches which are located overseas, for this purpose. If you are not willing for this to occur you cannot participate in this Promotion.
47. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.

Authorised under NSW permit no: numbers NSW: LTPS/14/03688, VIC: 14/4152, ACT: TP 14/01624, SA: T14/852. AFL code: **GFAFL14/95**