

“FREIXENET PERSONALISE EVERY MOMENT” PROMOTION

TERMS AND CONDITIONS

- Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- Entry is only open to Australian residents aged 18 years or over. Individuals must have a Facebook account in order to access the promotional page.
- Employees (and their immediate families) of the Promoter 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, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- Promotion commences at 12.00AM on 01/11/2015 and ends at 11:59pm on 30/11/2015 (“**Promotional Period**”). All times indicated in these Terms and Conditions are in Australian Eastern Daylight Savings Time (“**AEDST**”).
- To enter, individuals must complete the following steps during the Promotional Period:
 - (a) visit the FreixenetAU Facebook Page at www.facebook.com/freixenetAU (“**Facebook Page**”) or promotion app link <http://bit.ly/myfreixenet> ;
 - (b) follow the prompts to the ‘*Freixenet Personalise Every Moment*’ promotional application;
 - (c) Upload a photo of a decorated bottle of Freixenet Cordon Negro Cava Brut
 - (d) Input the requested details (including their full name, postcode, and a valid email address) and provide a photo caption detailing what their special celebration would be
 - (e) Submit the fully completed entry form.

Entrants will also have the option to share their participation in the promotion for the chance of a weekly prize. For the sake of clarity, it is not mandatory to share participation in the promotion in order to receive an entry.

- Incomplete or indecipherable entries will be deemed invalid.
- Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a limit of one (1) prize per person.
- 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
- 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.
- The judging will take place at Level 1, 166 Albert Road, South Melbourne, VIC 3205 Australia.
- The best valid entry overall, as determined by the judges will win, Freixenet Cordon Negro Brut sparkling wine for their special celebration.

- First prize is a Dan Murphy's online voucher valued at AUD\$1000 for purchasing Freixenet Cordon Negro Brut sparkling wine (750ml or 200ml bottles).
- The Runner Up prize is a Dan Murphy's online voucher valued at AUD\$200 for purchasing Freixenet Cordon Negro Brut sparkling wine (750ml or 200ml bottles).
- The Winner and Runner-Up will both receive their prize in the form of a Dan Murphy's online promotional code to be redeemed online at www.danmurphys.com.au and which includes free delivery in Australia.
- The promotional code will only permit purchase of Freixenet sparkling wine. Purchase of other products is not permitted with this online voucher.
- Redemption of the online promotional code is subject to any terms and conditions of the issuer (Woolworths) including those specified at www.danmurphys.com.au
- Any ancillary costs associated with redeeming the prize are not included. Any unused balance of the online voucher will not be awarded as cash.
- The best valid entry in each Weekly Prize Pool, as determined by the judges, will each win one (1) Freixenet Prize Pack. Each Freixenet Prize Pack is valued at \$45 and includes:
 - 2 x 750mL bottles of Freixenet Cordon Negro Brut sparkling wine
- There will be one (1) prize awarded for the entries received each week of the Promotional Period ("**Weekly Prize Pool**"), for a total of four (4) Weekly Prize Pools. Entries into each Weekly Prize Pool will open at 12:00am and close at 11:59pm on the dates outlined in the table below. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality, literary merit and creative merit of the answer provided to the promotional question. The judges may select additional reserve entries in each Weekly Prize Pool which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant. Entries in each Weekly Prize Pool will NOT be entered into any subsequent Weekly Prize Pools.

Weekly Prize Pool	Entries Open	Entries Close	Judging Date
Weekly Prize Pool 1	01/11/2015	09/11/2015	11/11/2015
Weekly Prize Pool 2	10/11/2015	16/11/2015	18/11/2015
Weekly Prize Pool 3	17/11/2015	23/11/2015	25/11/2015
Weekly Prize Pool 4	24/11/2015	30/11/2015	02/12/2015

- The winners will be notified by email and will be announced on the Freixenet Facebook Page (www.facebook.com/FreixenetAU) and via email. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the basis of creativity, and effectiveness in decorating the Freixenet Cordon Negro bottle and answering the question '*What would your special celebration be?*'
- The Promoter's decision is final and no correspondence will be entered into.
- Once selected, winners will be required to provide the Promoter with evidence of their identity and age to be eligible to claim a prize. The Promoter will decide what documents will be sufficient (including but not limited to drivers licence, passport, or similar). In the event that a winner does not provide the Promoter with sufficient evidence of their identity and age, within 14 days of notification or in the event that a winner is not aged 18 years or over, that winner will forfeit their right to the prize and another winner will be selected in their place (in accordance with clause 10).

- If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 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.
- Total prize pool value is AUD\$1,335.00
- Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- All entries (which shall include answers to the promotional question) submitted become the property of the Promoter. Entries will not be returned to any entrant. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).
- 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.
- 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
- Any cost associated with accessing the Facebook Page 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.
- 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.
- 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) taking and/or use of a prize.

- As a condition of accepting a prize, each winner must 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.
- The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
- Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
- This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
- The Promoter encourages consumers to enjoy alcohol in moderation. Legal aged consumers are advised to consider the 'low risk drinking' guideline recommended in the National Health & Medical Research Council Australian Alcohol Guidelines which states: for healthy men and women, drinking no more than two (2) standard drinks on any day reduces your risk of harm from alcohol-related disease or injury over a lifetime. Drinking no more than four (4) standard drinks on a single occasion reduces the risk of alcohol-related injury arising from that occasion. A full version of the guidelines is available at: <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. Participation in the promotion is subject to relevant liquor legislation in each applicable State or Territory, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Government's information site for alcohol at www.alcohol.gov.au.
- The Promoter is Freixenet Australasia Pty Ltd (ABN 61 056 467 639) of Level 1, 166 Albert Road, South Melbourne, VIC, 3205 Australia.