

Rogue “Mr Smith Dinner Party” Competition – Terms and Conditions of Entry

PART A - GENERAL TERMS

1. Information on how to enter the ‘Rogue “Mr Smith Dinner Party” Competition’ (Competition) and prize details form part of these terms and conditions of entry.
2. Participation in the Competition constitutes acceptance of these conditions of entry. Entries must comply with these conditions of entry to be valid.

PART B – PROMOTER’S DETAILS

3. The Promoter is Rogue Wines (ABN 76 338 350 521) of 79 Orient Drive, Sunrise Beach QLD 4567 (Promoter).

PART C – WHO CAN ENTER

4. Competition open only to individuals 18 years of age and over.
5. Employees of the Promoter or the Promoter’s associated agencies or companies directly involved in the Competition and their immediate family members are ineligible to enter.

PART D – HOW TO ENTER

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7. The Competition commences on 1st June 2016 at 8.00am Australian Eastern Standard Time (AEST) and entries close on 28th July 2016 at 4pm [(AEST)(Competition Period).
8. Entry by coupon/form To enter the Competition, entrants must:
 - a) obtain an entry form from a participating retail outlet,
 - b) complete an entry form with all requested details; and
 - c) submit their completed entry form during the Competition Period at the participating retail outlet into the entry box.
9. Entry in the Competition is dependant on buying a bottle of Mr Smith wine from the participating retail outlet.
10. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.

PART E – HOW TO WIN

11. All entrants who have entered the Competition during the Competition Period will be entered into the prize draw. The draw will take place at 9.00am (AEST) on 19th August 2016 at 79 Orient Dr, Sunrise Beach QLD 4567.
12. The five (5) winning entrants will be randomly selected from all valid entries in the draw. The winning entrants shall be the persons who is identified by the first two valid entry forms drawn from Victoria (x2), New South Wales (x2), and all other states of Australia (x1).
13. The Promoter’s decision in relation to any aspect of the Competition is final and binding and the Promoter will not enter into any correspondence regarding the result, including in the event of a dispute.
14. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. It is a condition of accepting the prize that the winning entrant:
 - a) must comply with all the conditions of use of the prize and the prize supplier’s requirements; and
 - b) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion, releasing the Promoter from and indemnifying the Promoter against any liability arising from the use of or participation in the prize.
16. Should an entrant’s details change during the Competition 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 the Promoter.

17. PART F – PRIZE

18. There is five prizes to be won as part of the Competition. The winning entrants will receive a Chef to come to their home for 1 lunch or dinner, cook and plate a 5 course meal for 10 guests, and 6 bottles of wine to match the menu to the total value of \$1,000.00.
19. Where more than one person is specified or participates in the winning entry, then the prize is awarded jointly to all persons. The prize will be awarded to the person named first on the entry form.
20. Once prize arrangements are booked, no changes are permitted unless authorised by the Promoter in its absolute discretion, and if permitted, the Promoter reserves the right to charge the winning entrant any additional charges imposed and incurred by the Promoter as a result of a change requested by the winning entrant.
21. Unless specifically stated in these terms and conditions, the winning entrants are responsible for all other expenses in connection with the prize.
22. The prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning entrant does not take, or is unable to use, the prize or any portion of it for any reason.
23. Entrants grant the Promoter permission to communicate with them by email and/or telephone in order to provide instructions as to how the winning entrant is to claim the prize and establish his/her entitlement to it. The winning entrant will receive the prize within 28 days after the date of being drawn.
24. Independent financial advice should be sought as tax implications may arise as a result of accepting the] prize. Any taxes (other than GST, if any) which may be payable as a consequence of receiving the prize are the sole responsibility of the winning entrant.
25. If the prize is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion, reserves the right to substitute the prize with a prize of equal or greater monetary value, subject to any written directions from a regulatory authority.
26. In participating in the Competition, the winning entrant agrees to participate and co-operate as required in all editorial and media/PR activities relating to the Competition, including but not limited to being interviewed and photographed. The winner entrant authorises the Promoter to use such footage and photographs together with the winner's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the winner.

PART G – UNCLAIMED PRIZE

27. Subject, where relevant, to any directions given under the legislation regulating the Competition, if the prize is: (i) not claimed by the winning entrant by 12.00pm 1st November 2016; or (ii) forfeited for any reason, the prize will be deemed unclaimed. The Promoter may conduct a further draw at Rogue Wines (ABN 76 338 350 521) of 79 Orient Drive, Sunrise Beach QLD 4567. The winning entrant of any unclaimed prize will be notified by phone and email within 2 business days after the date of the unclaimed prize draw.

PART H – NO LIABILITY

28. The prize may come with guarantees from the prize provider that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable, and excludes all liability (including negligence), 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 the Competition, or the use of any prize, except for any liability which cannot be excluded by law.
29. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including 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.

30. If for any reason, the Competition is not capable of running as planned, the Promoter reserves the right, in its sole discretion, to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.

PART I – PRIVACY CONSENT

31. All entries remain the property of the Promoter. The Promoter collects personal information in order to conduct the Competition, to assist in providing the products or services an entrant has requested (if any), and to improve its products and services. The Promoter or any of its related companies may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let you know about products, services or promotional activities which may be of interest to you until you inform the Promoter otherwise.
32. The Promoter may also share your information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions (including administering the competition or trade promotion or distributing prizes). The Promoter may also disclose your personal information in accordance with these terms and conditions if you are the prize winner, and as required, to Australian regulatory authorities.
33. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth), and by participating in the Competition, each participant is taken to consent to its privacy policy. To view the Promoter's privacy policy please visit <http://roguewines.com.au/privacy-policy/>