

BRANCOTT ESTATE FLIGHT TASTE GUARANTEE PROMOTION

TERMS & CONDITIONS

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to residents of New Zealand aged 18 years and over. Employees (and their immediate families) of the Promoter, the Promoter's associated companies, the Promoter's agencies and participating retailers associated with this promotion are ineligible to participate. 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 or step-sister).
3. To make a claim, individuals must, between 12.01am 4th April 2017 and 11:59pm 31 July 2017 ("Promotion Period")(together these steps constitute a "Claim") :
 - a. Purchase any one (1) participating Brancott Estate Flight 750ml bottle (as specified in Clause 4 below) from a participating outlet nationally and retain the receipt;
 - b. Visit www.brancottestatepromotions.nz and follow the promotional links to access the online claim form;
 - c. Fill in all fields on the online claim form in full, including an answer of 15 words or more to the question, "Why were you unsatisfied with the taste of Brancott Estate Flight wine?" and
 - d. Upload a scan or photo of your receipt.
4. Participating products are: Brancott Estate Flight Sauvignon Blanc 750ml, Brancott Estate Flight Pinot Gris 750ml, Brancott Estate Flight Rosé 750ml, Brancott Estate Flight Riesling 750ml, Brancott Estate Flight Sparkling Sauvignon Blanc 750ml.
5. The Promoter will only accept one Claim per person and per household during the Promotion Period. Household is classified as the same street address. Any refund will be awarded for a maximum of one (1) Brancott Estate Flight 750ml bottle purchase per claim and will be paid by electronic funds transfer.
6. The Promoter will honour all valid Claims received during the Promotion Period. Claims received after the Promotion Period will be invalid. The Brancott Estate Flight product must have been purchased and the Claim must have been submitted during the Promotion Period.

7. Subject to the terms of this Promotion, all valid Claims will receive an refund for the purchase price of the participating Brancott Estate Flight product (including any applicable GST) paid by the claimant (to a maximum of NZD\$ \$16.00) as shown on the purchase receipt. The cashback funds will be direct deposited into the claimant's nominated bank account within 28 days of submitting a valid Claim. The refund may not be paid in any other way.
8. The Promoter reserves the right at any time, to verify the validity of all claims received and all claimants (including a claimant's identity, age and place of residence), and reserves the right to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. Any claim not complying with these Terms and Conditions is invalid. 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.
9. The Promoter requires all claimants to provide their original or a photocopy of the product purchase receipt, for verification purposes in order to claim the offer. Purchase receipt must clearly specify the time/date and store of purchase and that the purchase was made during the Promotion Period but prior to Claim. The Promoter recommends the claimant keep a copy of their purchase receipt. Failure to provide the proof of purchase as set out when requested may, in the absolute discretion of the Promoter result in invalidation of that claimant's Claim.
10. The Promoter is not responsible for mail lost, delayed or misdirected. Incomplete, indecipherable or illegible Claims will be deemed invalid.
11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
12. The Promoter's decision is final and no correspondence will be entered into.
13. It is the claimant's responsibility to ensure that the correct name, address and EFT details are provided on the claim form. The Promoter accepts no responsibility for refunds sent to an incorrect account (where the details are consistent with the claim form).
14. The Brancott Estate Flight taste guarantee refunds will be delivered in New Zealand only and 28 days should be allowed for receipt of funds after the verification process outlined in Clause 8 has been completed. No correspondence will be entered into 28 days after the end of the promotional period.
15. The Brancott Estate Flight taste guarantee refund is not transferable or exchangeable.
16. If this offer 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 participant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.

17. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
18. 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.
19. 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 prize claim or cheque 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) participation in the offer.
20. Entry into this Promotion constitutes consent by the entrants for the Promoter to use their personal information for publicity, marketing and consumer research purposes. The Promoter acknowledges that use of any personal information will be subject to the Privacy Act 1993. Under the Privacy Act, you have the right to access and correct any personal information held by Pernod Ricard Winemakers New Zealand Limited.
21. The Promoter's decision regarding any aspect of this Promotion is final and no correspondence will be entered into.
22. The Promoter supports responsible consumption of alcohol and recommends that alcohol be enjoyed in moderation.
23. The Promoter is Pernod Ricard Winemakers New Zealand Ltd of 4 Graham St, Auckland 1010.