

**ALDI Stores Australia**  
**Sacred Hill Vineyard Wild South Luxury New Zealand Getaway Promotion**  
**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. Entry is open to all residents of Australia who are 18 years of age or over. However, employees and their immediate families of ALDI Stores Australia, Sacred Hill Vineyards Limited, Salmat Digital Pty Limited, and their associated agencies and companies are not eligible to enter.
3. The competition commences on Wednesday 30<sup>th</sup> September, 2015 at 00:01 (AEST) and concludes on Thursday 31<sup>st</sup> December, 2015 at 23:59 (AEDT).
4. The competition will be advertised on:
  - [www.wildsouthwines.co.nz](http://www.wildsouthwines.co.nz)
  - [www.aldiliquor.com.au](http://www.aldiliquor.com.au)
  - In ALDI stores
  - In ALDI catalogue
5. To enter, participants must purchase any bottle of Wild South wine from a participating ALDI store or ALDI online and SMS their full name, address and unique code from the back of the neck-tag on the bottle, to 19 919 907. Entrants will receive a reply SMS message confirming their entry has been received.
6. The SMS entry mechanic is only open to consumers with a SMS compatible mobile phone connected to a service provider which permits text messaging to the promotional SMS number. It is recommended that entrants check with their individual service provider in this regard.
7. Incomprehensible and incomplete entries will be deemed invalid.
8. Entrants in the competition may enter once per product purchase.
9. 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 phone bill or 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.
10. 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. This includes, but not limited, to entrants and households using multiple SIM cards to register single or multiple purchases. 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.
11. Entries must be received by 23:59 (AEDT) on Thursday 31<sup>st</sup> December, 2015. The time of entry will in each case be the time SMS message is received by the Salmat Digital Pty Limited database. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or

delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.

12. Any entry that is made on behalf of an Entrant by a third party will be invalid.
13. SMS cost is \$0.55 (including GST).
14. One (1) major winner will receive;
  - i. Economy flights for two (2) people from Sydney, Brisbane or Melbourne, Australia to Wellington, New Zealand, valued up to \$930.00
  - ii. One (1) nights' accommodation in a minimum 3 star hotel in Wellington, New Zealand for two (2) people, valued up to \$235.00
  - iii. Dinner for two (2) in Wellington, New Zealand, valued up to \$325.00
  - iv. Economy flights for two (2) people from Wellington, New Zealand to Marlborough, New Zealand, valued up to \$300.00
  - v. Rental of a car, for two (2) days, valued up \$232.00
  - vi. Two (2) dinners in Marlborough, New Zealand for two (2) people, valued up to \$556.00
  - vii. 2 nights' accommodation for two (2) people in a minimum 3 star hotel in Marlborough, New Zealand, valued up to \$556.00
  - viii. Picnic for two people in the Wild South vineyard, valued at \$465.00
  - ix. Economy flights for two (2) people from Marlborough to Sydney, Brisbane or Melbourne, valued up to \$930.00
  - x. Airport transfers for two (2) people in Wellington, New Zealand, valued up to \$140.00
15. Total prize value is up \$4,669.00AUD.
16. Prizes cannot be transferred and cannot be redeemed for cash.
17. The winner and their companion are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), 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.
18. The winner and travelling companion 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, Melbourne, Brisbane). If the winner resides outside of these cities, they will need to make their own way to their nearest capital city for flight departure.
19. The prize must be taken by Monday 15<sup>th</sup> December, 2016 and is subject to hotel and flight availability. The prize is not available during peak times such as public holidays and school holidays and cannot be changed once the booking has been made.
20. 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.
21. 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.

22. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other 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.
23. ALDI Stores Australia Pty Ltd Sacred Hill Vineyards Limited, Salmat Digital Pty Limited, ALDI Australia make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade.
24. The car loan company will be chosen at the discretion of The Promoter. The winner must comply with all car loan dealership agreements at the time of the loan. The vehicle cannot be driven out of 200km from the metropolitan area it is loaned from and must only be driven on sealed roads.
25. In the event that the vehicle is involved in an accident or damaged in anyway, an Accident/Damage Report in the form required by the car loan dealership must be completed and forwarded to the car loan dealership dealer that the vehicle was collected from within 24 hours of the damage occurring. Repairs to the vehicle are not to be undertaken without the written consent of the car loan dealership or its appointed assessor.
26. The car loan dealership retains the title to the vehicle and the winner must not purport to sell, pledge, mortgage, lend, transfer, or in anyway encumber the vehicle. All costs relating to insurance, registration, service, repairs, etc, of the vehicle will be borne by the car loan dealership except for the following items which the winner will be responsible for including but not limited to any negligent act performed by the driver or passengers involving the said vehicle: any loss or damage caused to, or by, the vehicle should the winner (or driver) be intoxicated or under the influence of medication or drugs whilst in control of the said vehicle: or any fines or penalties incurred for traffic infringements whilst the vehicle is in the custody and control of the winner (or nominated driver). The winner is to return the car to the car loan dealership immediately upon completion of the two (2) days hire and if the winner fails to do this, the car loan dealership is irrevocably authorised to enter any premises in which they believe the vehicle to be situated and take possession of and remove the vehicle.
27. The winner will be responsible for, including but not limited to any negligent act performed by the driver or passengers involving the said vehicle: any loss or damage caused to, or by, the vehicle should the winner (or driver) be intoxicated or under the influence of medication or drugs whilst in control of the said vehicle: or any fines or penalties incurred for traffic infringements whilst the vehicle is in the custody and control of the winner (or nominated driver). The driver of the car must have a current Australian State or Territory license (which is not under suspension or cancellation) as at the date on which the winner (or companion) is to drive the vehicle.
28. 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/>.
29. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
30. 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.
31. 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.

32. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
33. 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.
34. 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 ALDI Stores Australia or Sacred Hill Vineyards Limited 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.
35. 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.
36. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
37. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One (1) valid entrant will be drawn at random to become the winner. The draw will take place at Salmat Digital Pty Limited, Level 2, 116 Miller Street, North Sydney NSW 2060, on Monday 18<sup>th</sup> January, 2016 at 11:30 (AEDT).
38. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
39. The winner will be notified within 2 days of the draw. The winner will be notified of their prize in writing and will have their details published in the Public Notices section of The Australian newspaper on Monday 25<sup>th</sup> January, 2016.
40. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
41. 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.
42. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Salmat Digital Pty Limited, Level 2, 116 Miller Street, North Sydney NSW 2060 on Monday 18<sup>th</sup> April, 2016 at 11:30 (AEST). 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 Monday 25<sup>th</sup> April, 2016.
43. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
44. 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.

45. 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.
46. 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 directions given under State Regulation.
47. 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.
48. 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.
49. ALDI Stores Australia, Sacred Hill Vineyards Limited, Salmat Digital Pty 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.
50. 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 direction given under State Regulation.
51. All entries become the property of the Promoter. The Promoter collects personal information about the entrant to enable the entrant to participate in this promotion but no further use of this information will be made without prior consent.
52. 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.
53. The entrant consents to Salmat Digital Pty Limited, on behalf of The Promoter, to

collect their personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying the winner and prize fulfilment). The entrant's personal information may be disclosed to third party service providers for this purpose. Their 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. If the entrant is not willing for this to occur the entrant cannot participate in the promotion.

54. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, the entrant is taken to consent to The Promoter's privacy policy which contains information, amongst other things, about how the entrant may access personal information that is held by The Promoter about them and seek correction of such information. See <https://www.aldi.com.au/en/privacy-policy/> to view ALDI Stores Australia's APP Privacy Policy in full. The Promoter's APP Privacy Policy also contains information about how the entrant may complain about a breach of the APPs, or a registered code that is binding on the Promoter's organisation and how ALDI Stores Australia will deal with such complaints. [The Promoter generally does not give an entrant's personal information to anyone outside Australia or New Zealand.
55. The Promoter is ALDI Stores Australia (ABN: 90 196 565 019) of Minchinbury Region, Locked Bag 56, St Mary's Delivery Centre, NSW Australia, 2760.
56. The benefiting party is Sacred Hill Vineyards Limited of 1472 Omahu Road, RD5 Hastings, New Zealand, 4175.

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