

**WINE AUSTRALIA**  
**COMPETITION TERMS AND CONDITIONS**  
**“The Win a Trip to Australia” Competition (the “Competition”)**

**Short form statement**

Participation in this Competition is free of charge. Competition opens on 2 March 2026 at 8:00am EST and closes on 8 May 2026 at 5:00pm EST. Competition is open to individuals who reside in Minneapolis, Vancouver, Boston or Nashville, and are over the age of 21 (19 in Canada) and who have attended the free Wine Australia Trade Tasting in Minneapolis on April 28, Vancouver on April 30, Boston on May 5 or Nashville on May 7 2026. There are six (6) prizes available to be won.

1. Information on how to enter and prizes form part of the Competition terms and conditions (“**Terms and Conditions**”). Employees and their immediate families are ineligible to participate in the Competition.
2. By participating in the Competition, you agree to be bound by the Terms and Conditions. Entries that do not comply with these Terms and Conditions will be deemed invalid.

**Competition Rules**

3. Entry to the Competition opens on 2 March 2026 at 8:00am EST and closes on 8 May 2026 at 5:00pm EST (“**Promotional Period**”).
4. The Promoter is Wine Australia (ABN 89 636 749 924) of Corner Botanic Road and Hackney Road, Adelaide South Australia 5000 Australia (“**Promoter**”).
5. Entry is free and open to residents in Minneapolis, Vancouver, Boston or Nashville, and over the age of 21 (19 in Canada) (“**Entrant**”) who have attended the free Wine Australia Trade Tasting (“**Event**”) in Minneapolis on April 28, Vancouver on April 30, Boston on May 5 or Nashville on May 7 2026 (“**Location**”) and enter the Competition in the manner stipulated in these Terms and Conditions.
6. An ‘Entrant’ is defined as an eligible person who completes the following three (3) steps:
  - a. attends the free Event in at least one of the Locations;
  - b. must be prepared, able and available to travel for an approximate duration of two (2) weeks without restrictions or limitations to Australia in October / November 2026; and
  - c. submits their original response (“**Entry**”) to the following two (2) question(s):
    - i. What is the opportunity for Australian wine in your business?
    - ii. How would you utilise a visit to Australia to raise the profile of Australian wine?
7. The Response must be submitted during the Promotional Period. Entrants can submit no more than one Entry and accordingly claim no more than one Prize from this Competition. The Entry must be submitted by the individual Entrant and any automated and / or repeated Entry and / or winning Entry entered as part of previous Promoter’s competitions may be invalid. Any costs associated with the internet to submit the Entry will be the responsibility of the Entrant.
8. The Promoter reserves the right to verify the validity of entries. The Promoter may, in its sole discretion, disqualify any entries from, and prohibit further participation in this or future Competition by, any person who tampers with or benefits from any tampering with the Entry process or with the operation of the Competition and reserves the right to disqualify any Entry, including the winning entry, which is not submitted in accordance with these Terms and Conditions.
9. The Promoter takes no responsibility for late, lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid.

**Prize Description (“Prize”)**

10. There are six (6) Prizes to be won.
11. The Prize is a trip to Australia in October/November 2026 for an approximate duration of two (2) weeks (“**Trip**”). For the avoidance of doubt, the Prize includes:

- a. Economy flight from the United States (“**US**”) or Canada to Australia on the Promoter’s airline of choice
  - b. All accommodation, transfers and meals will be covered by the Promoter
  - c. Economy flight from Australia to the US or Canada on the Promoter’s airline of choice
12. The Prize does not cover expenses including but not limited to incidentals such as room service, minibar, in room entertainment, internet, laundry service, telephone, or other communication costs, tipping, wine purchases, alcoholic beverages, departure taxes and meals outside of what will be catered for (“**Incidentals**”). Incidentals incurred on the Trip are the Winner’s personal responsibility and the Winner agrees to reimburse the Promoter for those Incidentals.
13. The Prize is awarded “as is” with no warranty or guarantee, either express or implied by the Promoter. A Winner / Replacement Winner may not substitute, assign, exchange, transfer or redeem the Prize for cash.
14. If the Prize (or part of the 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.

#### **Eligibility and Contest Rules**

15. To be eligible to enter the Competition and/or to win a Prize you must:
- a. be over 21 years of age (or over 19 years of age for Canada)
  - b. be a resident of the US or Canada;
  - c. have a valid and in-date passport with an additional 6 months of validity from the date of the Trip departure and a valid visa for entering Australia;
  - d. not have any criminal or other record that would prohibit or preclude you from leaving the US or Canada, entering Australia and re-entering the US or Canada, nor have ever been refused entry into Australia;
  - e. have attended the free Event in at least one of the Locations;
  - f. be working as a sommelier, as a buyer in the on-premise or off-premise in the US or Canada;
  - g. not be an employee of the Promoter, Wine Australia;
  - h. not be a member of the immediate family of, or a person who is domiciled with, any of the abovementioned persons in g.;
  - i. agree that the Prize must be accepted on an ‘as is’ basis and that there is no substitution of Prize;
  - j. agree to abide by the Competition rules and decisions of the Promoter; and
  - k. agree to be bound by the Terms and Conditions herein.

#### **How To Enter and Judging**

16. This is a game of skill and chance plays no part in the determination of the Winner.
17. You must submit the [online form](#) to enter the Competition. All valid entries will be judged and selected by Wine Australia to win the Prize. The Prize Winners will be notified by 1 June 2026.
18. Each entry will be individually judged. Judging will be made up of at least two (2) but no more than four (4) Wine Australia staff.
19. The criteria for judging includes, amongst other things, alignment with the image of the Promoter and what is considered to be the most engaging submissions, and which offer potential opportunities for Australian wine in the on- and off-premise. Entrants’ written communication and professional experience will also be considered. The Judge’s decision is final and no discussions or correspondence will be entered into by the Promoter. The best six (6) entries determined by the Judge will be the Prize Winners. The Promoter may select additional reserve entries, and record them in order (“**Replacement Winner**”), in case of an invalid Entry or ineligible Entrant.

### **Prize Winners**

20. The winner(s) ("**Winner**") will be notified via email by the Promoter by 1 June 2026. In the event that for any reason whatsoever a Winner does not respond or accept the Prize by 8 June 2026 5:00pm EST ("**Deadline**") then the Prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the Prize.
21. The Replacement Winner, if any, will be notified via email by the Promoter following the Deadline, at Wine Australia's earliest opportunity. If the Replacement Winner does not respond or accept the Prize by 15 June 2026 5:00pm EST the Prize will be forfeited by the Replacement Winner and cash will not be awarded in lieu of that element of the Prize.
22. Entries not fully complying with these Terms and Conditions may be deemed invalid at the Promoter's discretion. If a winning Entry is deemed not to comply with these Terms and Conditions, the Entry will be discarded and the relevant Prize will be re-awarded in accordance with the relevant clause of these Terms and Conditions as if the discarded Entry had not been received.
23. The Promoter reserves the right to request Winner / Replacement Winner to provide proof of age, proof of identity, proof of residency, etc in order to claim the Prize. In the event that the Winner cannot provide suitable and sufficient proof by 8 June 2026 5:00pm EST (or the Replacement Winner cannot provide suitable proof by 15 June 2026 5:00pm EST), the Winner / Replacement Winner will forfeit the Prize in whole and no substitute will be offered to the Winner / Replacement Winner by the Promoter.

### **Conditions of Prize**

24. Each Winner must be prepared, able and available to travel without restrictions or limitations to Australia for an approximate duration of two (2) weeks in October/November 2026.
25. Dates of travel are subject to flight availability of the aircraft carrier and at the absolute discretion of the Promoter.
26. The Trip cannot be transferred or sold and has no cash value.
27. At the sole discretion of the Promoter, the Trip may be extended at the cost of the Winners.
28. Stopovers may be permitted but may incur additional cost at the Winner / Replacement Winner's full expense.
29. The Winners and anyone travelling with the Winners are responsible for arranging the requisite travel/immigration documentation and for arranging travel insurance.
30. The Winner(s) / Replacement Winner(s) agree to comply with the Promoter's reasonable directions in relation to the Promotion and the Prize. This includes but is not limited to the completion of post survey reports and / or provision of information in connection with the Promotion and the Prize.

### **Usage of your Personal Information**

31. All entries become the property of the Promoter (including any intellectual property rights contained therein). The name and the Entry of the Winner / Replacement Winner may be published on the Promoter's website and social media pages and in any promotional material that we consider relevant. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition. The personal information of the Winner / Replacement Winner may be provided to others assisting in the conduct of the Competition. Entrants can request access to or correction of their details by contacting the Promoter [usa@wineaustralia.com](mailto:usa@wineaustralia.com). All personal information will be securely stored by the Promoter and handled in accordance with the Promoter's privacy policy available at <https://www.wineaustralia.com/special-pages/privacy-policy>.
32. During or at the conclusion of the Competition, the Promoter may request additional personal information from the Entrant to validate the winning entries. By entering the Competition, unless

otherwise advised, you also agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to you. To facilitate your participation, the Promoter may disclose your personal information to other companies associated with this Competition, if any. No other use of your personal information will be made without the consent of the Entrant. If you do not provide your personal information, the Promoter will not be able to award you the Prize. A request to access, update or correct any information should be directed to the Promoter at [usa@wineaustralia.com](mailto:usa@wineaustralia.com).

33. If you enter the Competition but no longer wish to participate, please email [usa@wineaustralia.com](mailto:usa@wineaustralia.com) and you will be removed from the Competition.

#### **Indemnity & Liability**

34. The Promoter shall not be liable for any loss, including but not limited to direct, indirect or consequential loss or damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with participation in this Competition or accepting or utilising the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
35. Without limiting any other provision of these Terms and Conditions, it is a condition of accepting the Prize that the Winner / Replacement Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
36. Entrants agree that they are fully responsible for any materials they submit via the Competition including but not limited to their response, comments, recordings, images and videos ("**Content**"). To the extent permitted by law, the Promoter is not liable for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for minors, or otherwise unsuitable for publication;
  - their Content shall not contain viruses or cause injury or harm to any person or entity;
  - they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content, if applicable;
  - the Content is the original artistic and/or literary work of the Entrant that does not infringe the rights of any third party;
  - they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
  - they will comply with all applicable laws and regulations and not be in breach of / cause the Promoter to be in breach of, including without limitation, those governing copyright, content, defamation, privacy, alcohol marketing e.g. Alcohol Beverages Advertising Code ("**ABAC**") Australia's Responsible Alcohol Marketing Scheme and ABAC Best Practice for Responsible Digital Marketing Code, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of the above terms.

37. To the extent permitted by law, the Promoter and its associated entities (and their respective officers, employees and agents) exclude all liability for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Competition or the Prize. This includes, but is not limited to:
- technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Competition and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Competition as a result of any technical malfunctions, delays or failures;
  - theft, unauthorised access or third party interference;
  - lost or damaged entries, Prize claims or Prizes;

- d. any variation in Prize value to that stated in these Terms and Conditions; and
- e. acceptance and/or use of any Prize.

### **Intellectual Property**

38. As a condition of entering this Competition, Entrants hereby assign to the Promoter, all right, title and interest in and to all intellectual property rights (including copyright but excluding moral rights) in any material created, including Content, pursuant to the Entrant's participation in any aspect of the Competition ("**Works**"). Entrants acknowledge that the Promoter is free to use the Works and to exercise its rights in relation thereto and the Entrant will not be entitled to any fee for such use. Such use may include social media channels, publications, television commercials. Entrants agree they may not be attributed as the author of the Works and that the Promoter may undertake any act or omission in relation to the Works, which may otherwise constitute an infringement of their moral rights.
39. By providing Content, the Entrant represents and warrants to us that they have the authority to provide all intellectual property rights related to the Content. The Entrant acknowledges that their entry and all material included will be the property of the Promoter.
40. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Winner / Replacement 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 Competition (including any outcome), and promoting the Promoter including its marketing campaigns. The Promoter may want a Winner / Replacement Winner to participate in promotional activity after the Competition has ended. In consideration for the Promoter awarding the Prize to a Winner / Replacement Winner, the Winner / Replacement Winner permits their image and/or voice, as recorded, photographed or filmed during the Winner's participation / Replacement Winner's participation in the Prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner / Replacement Winner will not be entitled to any fee for such use.

### **Force Majeure**

41. In the case of the intervention of any outside agent or event which changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strikes, the Promoter may in its absolute discretion cancel the Competition and / or Prize or recommence the Competition and / or Prize at a later date.
42. If for any reason the Competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Competition.

### **Disclaimer**

43. The Promoter, its agents and associated entities do not accept responsibility for and makes no representations about any tax liability as a result of participating in the Competition or from receiving or using any of the Prize
44. The Promoter encourages responsible consumption of alcohol. In no way does this Competition promote irresponsible consumption of alcohol. Do not drink and drive.
45. The Promoter's decision in relation to any aspect of the Competition is final, including any disqualification of any Entry in the Promoter's absolute discretion.
46. This Competition is governed by the laws of South Australia, Australia. Entrants submit to the jurisdiction of the courts of that State.