

Constellation Brands New Zealand Limited

Kim Crawford Wines Kurious Promotion

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the Kim Crawford Wines Promotion (**Promotion**) form part of the Conditions of Entry.
2. Purchase of any Kim Crawford wine is necessary to enter the Promotion. Entrants may only enter once per bottle purchased. Proof of purchase may be required and entrants must retain their receipt(s).
3. By participating in the Promotion, each entrant fully and unconditionally agrees and acknowledges that these Conditions of Entry and the decisions of the Promoter on all matters relating to the Promotion are final and binding.
4. The "Promoter" is Constellation Brands New Zealand Limited (New Zealand Company No: 250695) of 6/46 Maki Street, Westgate, Auckland 0657.
5. The Promotion commences_ 6th May 2019 00.01 (local time in NZ) and concludes on 9th June 2019_ at 23:59 (local time in NZ) (**Promotion Period**).
6. Entry into the Promotion is only open to entrants who meet the following eligibility requirements:
 - a) who are residents of New Zealand and over the age of 18 years;
 - b) who **are not** employees of the Promoter or the Promoter's associated agencies or companies directly involved in the Promotion (as determined by the Promoter) or their immediate family members, all of whom are ineligible to participate.
 - c) who register their contact details in accordance with condition 7; and
 - d) who are available to travel to and/or attend the events specified in condition 8 on the dates nominated by the Promoter.

How to Enter

7. To enter, entrants must purchase Kim Crawford wine (during the Promotion Period) and text the word CIRQUE to 244. Each bottle purchased entitles the entrant to one entry. Entrant must then follow prompts to confirm that they are over 18 years of age and to confirm their entry, text [Entrant Name] and LEGAL to 244. Once confirmed, entrant will receive a text confirming they are in the draw to win a trip to Sydney and VIP experience at Cirque du Soleil.

Prize

8. There is one (1) major prize to be won for this Promotion. The prize consists of economy airfares from Auckland, Wellington or Christchurch for two adults flying Air New Zealand to Sydney, Australia including one (1) checked bag and one (1) carry-on bag per person, airport transfers, two (2) nights' accommodation at Four Star accommodation in Sydney_(twin or queen share), NZ\$1000 spending money and 2 x premiere tickets to see Cirque Du Soleil's Kurious on Wednesday 2nd October. Total value of prize package is up to NZ\$5000. If changes result in any reduction in the value of the prize; cash, credit or any other form of refund or rebate will not be

provided. If changes result in any increase in the value of the prize; the winner will pay any and all additional costs direct to the Promoter or the Promoter may, at its sole discretion, offset the additional cost by reducing the spending money provided. All prize details and pricing are subject to availability at the time of booking.

9. The prize will be booked by the Promoter in consultation with the winner (photo identification of all travellers and proof of address will be required).

10. The prize does not include passports, visas, travel insurance, transfers, taxis or transport, meals or accommodation, excess luggage fees or other related expenses, taxes or other ancillary costs other than as detailed in condition 8.

11. The winner and their guest must travel at the same time and are responsible for transport to the closest international airport from their residence. Frequent flyer points are not available for any flights from any airline. **It is the winner's and his or her guest's responsibility to ensure they have valid documentation, including but not limited to valid passports and visas.** 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 winner and his or her guests.

Prize Draw

12. The prize will be drawn at 10.00am on 10th June 2019 and will be awarded in a form to be determined by the Promoter.

13. The prize-winner will be notified by telephone on or after 10th June 2019 by the Promoter using the contact details provided to the Promoter by the entrant at registration and advised that their entry has been drawn.

14. Should the prize remain unclaimed by a winner or the winner cannot be contacted by 10th July 2019, or if the draw has been conducted and the initial winner cannot attend the events described in condition 8 as required by condition 6.d), an unclaimed prize draw will take place at 9:00am on 11th July 2019.

15. No prize is either redeemable for cash or transferable. Each prize-winner accepts the prize 'as is' and acknowledges that the Promoter accepts no responsibility for any variation in the value of the prize. There will be no compensation in the event that prize winners are unable to use all or part of the prize.

16. All valid claims for a prize and entitlements will be met unless they involve fraud or ineligibility. The Promoter reserves the right, and by their entry into the Promotion each

entrant consents to the Promoter exercising this right, to validate and check the authenticity of entries and prize claims.

17. The Promoter will use reasonable endeavours to provide the prizes listed. If any of the prizes are unavailable for whatever reason, the Promoter reserves the right to substitute that prize or item for a prize or item of an equivalent value.

18. If the entry is submitted via text message and there is a dispute as to who submitted the winning entry, the winner will be the authorised account holder of the email address or mobile phone number used to enter the promotion.

Limitation of Liability

19. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Consumer Guarantees Act (**Non-Excludable Guarantees**).

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (and its associated agencies and companies and their respective directors, officers, employees and agents) is not liable to any person for any direct, indirect or consequential loss or damage whatsoever, including (without limitation) personal injury or property damage, suffered as a result of or arising from any person participating in the competition or in connection with winning (or not winning), using or benefiting from the prize.

21. To the fullest extent permitted by law, the Promoter reserves the right to suspend, modify or terminate this promotion. The Promoter will not be liable for any claims arising out of or in connection with any suspension, modification or termination.

Personal Information and Privacy

22. The Promoter will collect personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to regulatory authorities. Entry is conditional on providing this PI and by entering the promotion the entrants consent to the use of their information as described.

23. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.constellationnz.com/privacy-policy>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of any applicable privacy law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of New Zealand (for a list of the countries, see the Promoter's Privacy Policy).

General Terms

24. The Promoter's failure to enforce any term of these Conditions of Entry shall not constitute a waiver of that or any other provision by the Promoter.

25. Any costs associated with entering the competition or associated with the use of the prize are the responsibility of the entrants.

26. Incomplete or indecipherable entries will be deemed invalid.

27. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings or the use of the prize winnings. It is the responsibility of each entrant to seek independent advice on the possible implications this may have on their own financial situation.

30. Records of all entries become and remain the sole property of the Promoter.

31. Except where prohibited by law, participation in the Promotion constitutes a prize-winner's consent to the Promoter's use of the prize-winner's name, likeness, opinions and address for: (1) any future promotional, marketing and publicity purposes in any media worldwide, without further payment or consideration or notice; and (2) any disclosure of such information by the Promoter required by law, and it is a condition of entry that in order to claim the prize, prize-winners must agree to execute any necessary consents and releases to effect the foregoing.

32. Any cancellation, suspension or modification to the Promotion will be notified on the Promoter's website: **<http://www.constellationnz.com/index.html>**.

33. Prior to receiving a prize and being declared a winner, the entrant will be required to show proof of identity, e.g. passport or driver's license, and sign a declaration of eligibility and acceptance of these Conditions of Entry.

34. If all or any part of any term or condition contained in these Conditions of Entry shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Conditions of Entry to the extent of the unenforceability, invalidity or illegality and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision (or part thereof) had not been inserted herein.

35. These Conditions of Entry shall be governed by the laws of New Zealand and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of New Zealand.