

Constellation Brands New Zealand Limited

Ruffino Bring Some Sparkle Into Your Spring Campaign

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the Ruffino Bring Some Sparkle Into Your Spring (**Promotion**) form part of the Conditions of Entry.
2. The purchase of any Ruffino Prosecco or Ruffino Prosecco Rose sparkling 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 (**Promoter**).
5. The Promotion commences 18th October 2021 at 00.01 (local time in NZ) and concludes on 14th November 2021 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

How to Enter

7. To enter, entrants must purchase a bottle of Ruffino sparkling wine (as stated in Clause 2 above) during the Promotion Period and text the word SPARKLE to 4040.
 - a) Each bottle of wine purchased entitles the entrant to one entry in the draw to be in to win \$500 cash in the form described at Clause 8 below. There are 5 individual prizes to be won.
 - b) Entrants will receive a link following their initial text entry which will take them to a Ruffino Promotional online form, where they will be asked to enter their name, mobile number and confirm that they are over 18 years of age. Failure to fill in this form correctly will forfeit their entry in the Promotion.

- c) Once they have submitted their on-line entry form, entrants will receive an immediate pop-up message confirming they are in the draw. Failure to receive the message will mean the entry has not been received.
- d) Entries received between 00.01am and 11.59pm each day across the Promotion Period that have confirmed their age is 18+ as per clause 7b above, will be in the draw for a chance to win.

Prize

8. There are five (5) major prizes to be won for this Promotion. Each prize winner will receive a \$500 cash prize, to be paid to the Winner either directly into their bank account, or if they would prefer, in the form of a Bonfire Mastercard Gift Card, which will have \$500 cash uploaded. If the Winner would like payment directly into their bank account, they will need to provide the Promoter their bank account details in the form of a deposit slip or extract from their bank statement that gives the Promoter their bank account name and account number. The payment into the Winners bank account will be made within 2 weeks of receipt of the deposit slip or bank statement extract. If the Winner elects to receive the prize in the form of the Bonfire Mastercard Giftcard, this will be couriered to the Winner within 7-10 days of notification from the Promoter that they have won this prize.

Prize Draw

9. The draw will take place on Tuesday, 16th November 2021 at 10.00am and the prize-winner/s will be notified by telephone the day of the draw by the Promoter using the contact details provided to the Promoter by the entrant at registration and advised that their entry has been drawn.

10. Should any of the prizes remain unclaimed by a winner/s or the winner/s cannot be contacted by 21st November 2021, an unclaimed prize draw will take place at 9:00am on 22nd November 2021.

11. 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.

12. 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.

13. 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.

14. 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

15. 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**).

16. 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.

17. 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

18. The Promoter will collect personal information ("PI") 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.

19. 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 (as noted in the Promoter's Privacy Policy).

General Terms

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

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

22. Incomplete or indecipherable entries will be deemed invalid.

23. 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.

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

25. 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.

26. Any cancellation, suspension or modification to the Promotion will be notified on the Promoter's website: www.mobev.co.nz.

27. 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.

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

29. These Conditions of Entry are governed by the laws of New Zealand and each entrant agrees to submit to the exclusive jurisdiction of the courts of New Zealand.