

Terms & Conditions, Robert Mondavi In-Store Promotion

Terms and Conditions – Robert Mondavi Big Green Egg BBQ Promotion

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the **Big Green Egg BBQ (Promotion)** form part of the Conditions of Entry.
2. To enter, eligible entrants (see condition 6) must first purchase any bottle of Robert Mondavi branded wine and complete the entry form (see condition 7).
3. By participating in the Promotion, each entrant fully and unconditionally agrees to be bound by these Conditions of Entry and acknowledges that the decisions of the Promoter on all matters relating to the Promotion are final and binding and no correspondence will be entered into.
4. The "**Promoter**" is Constellation Brands New Zealand Limited (New Zealand Company No: 250695) of 6/46 Maki Street, Westgate, Auckland 0814.
5. The Promotion commences Monday 17th October 2022 at 00.01 (local time in NZ) and concludes on Sunday 13th November 2022 at 23:59 (local time in NZ) (**Promotion Period**). No entries will be accepted outside of the 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) and their immediate family members, who are ineligible to participate; and
 - c. who register their contact details in accordance with condition 7.

How to Enter

7. To enter, entrants must (during the Promotion Period) purchase a bottle of any Robert Mondavi branded wine from participating NZ retailers and text GREENEGG to 4040. Entrants will then receive a link which will take them to an online entry form where they will be required to fill in their full name, contact phone number, the store they purchased the wine at and confirm they are 18+ years of age. Once all requested details have been completed, the entrant is required to submit the form via the submit button. Once submitted a confirmation will appear on the online form to confirm entry. If this confirmation is not received then the entry form has not been submitted. Failure to provide requested details will mean the entry is not valid. The entrant can only enter the Promotion once for each bottle of Robert Mondavi branded wine purchased. Proof of purchase for each entry will be required if the entrant is a drawn Winner in the Promotion.

Prizes

8. There are two (2) major prizes to "Win a Big Green Egg BBQ + 'Eggcessories' to the value of two thousand five hundred and ninety five dollars (\$2,595.00) per prize. One full prize pack includes 1 Large Green Egg BBQ, plus the following 'Eggcessories' - Nest (trolley), BBQ cover, ash tool, grid gripper, indirect cooking stone and a bag of lump charcoal. In addition to the two major prizes, there will also be a daily prize draw for the duration of the Promotion (Monday, 17 October 2022 to Sunday 13 November 2022). Each daily prize draw will be to win a 4 pack of Spiegelau stemless red wine glasses, valued at seventy nine dollars (\$79.00) with an overall value across the entire promotion, of two thousand two hundred and twelve dollars (\$2,212.00). The total prize value of major and minor prizes is seven thousand four hundred and two dollars (\$7,402.00).

Prize Draw

9. The 2 major prizes will be drawn at or around 10am on **18/11/22** and will be awarded in a form to be determined by the Promoter.
10. The prize-winner/s will be notified by telephone on or after 18/11/22 by the promoter, using the contact details provided to the promoter/store by the entrant at registration and advised that their entry has been drawn.
11. Should the two major prizes remain unclaimed by a winner or the winner cannot be contacted by 10am on 25/11/22, an unclaimed prize draw will take place at 10am on 28/11/22.
12. The daily prize draws will commence on 17/10/22, with the winner for that day, being notified on or before 19/10/22. From there, each day a winner will be drawn, and the winner will be notified within

two business days following their respective daily draw win. The final daily prize draw winners for the 12/11/22 and 13/11/22 will be notified on or before 15/11/22.

13. No prize is redeemable for cash, exchangeable, 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.
14. 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. This includes the right to verify that the entrant is over the age of 18.
15. The Promoter will use its best endeavours to provide the prizes listed. If any of the prizes are unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute that prize or item for a prize or item of an equivalent value.
16. Prizes will only be delivered to the winner's residential address in New Zealand.

Limitation of Liability

17. 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**).
18. 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.
19. If for any reason beyond the Promoter's reasonable control this Promotion is not capable of running as planned, for reasons including infection by government order, pandemic or other health related restrictions, computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion to cancel, 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, except for any liability which cannot be excluded by law.

Personal Information and Privacy

20. 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.
21. 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

22. 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.
23. Any costs associated with entering the competition or associated with the use of the prize are the responsibility of the entrants.
24. Incomplete or indecipherable entries will be deemed invalid.
25. Records of all entries become and remain the sole property of the Promoter.
26. 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.
27. 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.

28. 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 as set out below.
29. Any cancellation, suspension or modification to the Promotion will be notified on the Promoter's website: www.mobev.co.nz.
30. 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.
31. The Promotion, these Conditions of Entry and all matters arising in relation to the same will be governed by the laws of New Zealand.