

Terms and Conditions - Win a Fishing and Dining Trip with Al

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the Win a Fishing and Dining Trip with Al (**Promotion**) form part of the Conditions of Entry.
2. To enter, eligible entrants (see condition 6) must first purchase a bottle of Tipping Point wine and then text the word FISHING to 4040 as set out in condition 7. Texts will incur charges from the entrant's network provider according to his/her plan or contract with the network provider and are the sole responsibility of the entrant.
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 **18 October 2021** at 00:01 (local time in NZ) and concludes on **14 November 2021** 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; and
 - d. who are available to travel to and/or attend the events specified in condition 9 on the dates nominated by the Promoter.

How to Enter

7. To enter, entrants must purchase a bottle of Tipping Point Wine (during the Promotion Period) and text the word **FISHING to 4040**. Entrants will receive a link following their initial text entry which will take them to a Tipping Point Promotional online form, where they will be asked to enter their name, mobile number and confirm that they are over 18 years of age. This information is mandatory and failure to complete this information will mean the entrant will forfeit their entry in the Promotion. The entrant will also be given the option to enter which store they purchased the Tipping Point wine from, however this is optional and the entrant does not need to disclose this information if they would prefer not to. *Each entry correctly transmitted to the Promoter will constitute one entry. All entries are deemed to be received at the time of receipt into the Promotional database, not at the time of transmission by the entrant.*

Prizes

8. There is one (1) major prize to be won in this Promotion. This consists of an afternoon fishing with Al Brown on a private charter the Hauraki Gulf for the winner and three (3) guests, followed by a "Trust the Chef" dinner at his signature restaurant Depot. The dining and fishing experience must be taken on one date only and cannot be split over numerous days. The guided Fishing Charter will include transfers to/from the hotel to the Fishing Charter, hired fishing rods, reels and bait and life jackets for four (4) people, non-alcoholic beverages and snacks chosen by the Promoter. The Dining experience includes a "Trust the Chef" dinner menu chosen by Al Brown, two (2) bottles of Tipping Point wine and non-alcoholic beverages served at Depot Restaurant. Accommodation will also be provided by the Promoter for the evening of the fishing and dining experience at an Auckland CBD hotel chosen by the Promoter. This will consist of two (2) separate rooms with twin-share beds. Hotel parking will also be included in the

accommodation, for one (1) vehicle if the Winner does not qualify for flights as outlined at condition 9 below. This prize must be taken by 30 April 2021.

9. If the Winner lives further than 3 hours' drive from Depot Restaurant Auckland, economy airfares for four adults to Auckland from the Winner's closest major domestic airport (being either Wellington, Christchurch or Dunedin), including one (1) checked bag and one (1) carry-on bag per person and airport transfers from Auckland airport to selected Auckland CBD Hotel will be provided by the Promoter. Total value of the prize package is up to NZ\$5000.
10. All elements of the prize will be subject to the terms and conditions of the company supplying the prizes. To the extent these are made available these will be provided to the Winner with their itinerary once all bookings have been confirmed. If, once booked, there are weather or other matters outside of the Promoter's reasonable control that cause an element of the prize to be cancelled, then that element of the prize will be forfeit. All pricing is in New Zealand dollars and correct as at 18 October 2021. There will be no compensation in the event that the Winner is unable to use all or part of the prize.
11. The prize will be booked **by** the Promoter in consultation with the Winner (photo identification and proof of address required) or the prize will be forfeited. The Promoter will use reasonable endeavours to offer a range of dates but if the winner is not able to make themselves available on any of the dates offered then the prize will be forfeited and no compensation will be payable.
12. The prize does not include travel insurance, transfers, meals or accommodation, excess luggage fees or other related expenses, taxes or other ancillary costs **other** than as detailed in conditions 8 and 9 above. The accommodation does not include the cost of telephone calls, internet access, meals, in-room dining, in-room movies, mini bar, gratuities or any other costs or expenses incurred by the winner and his or her guest at the hotel.
13. Where flights are applicable, the major prize winner and his or her guests, must travel at the same time, must depart for their flights to Auckland together, and are responsible for transport to and from the airport from their residence to their nearest major city airport for flight departure (Wellington, Christchurch or Dunedin). Frequent flyer points accrual, upgrades, companion redemption or credit of tier status are not available. 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 guest.

Prize Draw

14. The major prize winner will be drawn from among the eligible entries at 10.00am on 16th November 2021.
15. The major prize-winner will be notified by telephone on or after 16 November 2021 by the Promoter, using the contact details provided to the Promoter by the entrant at registration and advised that their entry has been drawn.
16. Should the major prize remain unclaimed by a winner or the winner cannot be contacted by 21 November 2021, or if the draw has been conducted and a winner cannot attend the events described in condition 8, a further random prize draw from remaining eligible entries will take place at 10.00am on 22 November 2021.
17. 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.
18. No prize is redeemable for cash, exchangeable, or transferable. Subject to condition 21 there will be no compensation in the event that prize winners are unable to use all or part of the prize.

19. 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.
20. 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 element thereof) or item for a prize or item of an equivalent value.

Limitation of Liability

21. 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**).
22. 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.
23. 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

24. 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.
25. 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

26. 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.
27. Any costs associated with entering the competition or associated with the use of the prize are the responsibility of the entrants except as expressly set out in these Conditions of Entry.
28. Incomplete or indecipherable entries will be deemed invalid. No responsibility is accepted for non-receipt for any reason of a text message.
29. Records of all entries become and remain the sole property of the Promoter.

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