

QT AUCKLAND X PERRIER JOUET'S ULTIMATE SUNDAY SESSION

TRADE PROMOTION

ABBREVIATED TERMS & CONDITIONS OF ENTRY

Promotion Period: 17/03/2023 – 21/04/2023. Entry is open to anyone aged 18 yr+. Entrants must, during the Promotion Period, scan the QR code on coasters at Rooftop at QT and enter details requested. One entry per person. The prize* is a booth for 6 people at Rooftop at QT's Sunday Club on Sunday 28th April 2023, including The Enchanted Discoveries Champagne tasting experience, with food match and Grand Brut champagne top ups for a two hour period (3pm – 5pm only), valued at \$1300. The Winner will be the first correct entry drawn at random on 21st April 2023 at 12pm. The Winner will be notified on the 21st April within 2 hours of the draw. If Promoter does not receive acceptance from the winner within 24 hours of notification of win, a new winner will be drawn and the previous winner will be null-in-void. The Promoter's decision is final & no correspondence will be entered into. The Promoter is Pernod Ricard Winemakers New Zealand Limited of 4 Graham Street, Auckland 1010, New Zealand Ph: 09 336 8300.

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TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants	Guests who visit QT Rooftop between 17 th March 2023 – 18 th April 2023.
Age	18+ years
Special Conditions	*Winner must be able to attend The Sunday Club on Sunday 28 th April 2023, 3 – 5pm to be eligible to win. Prize is non transferrable and non-refundable.
Entry Mechanism	Entrant must scan the QR code on coasters at Rooftop at QT, QT Auckland, and enter their details (name, email address).
Entry Limit	1 per person
Promotion Period:-	17 March 2023 – 21 April 2023
Commencement Time	3pm
Commencement Date	17 March 2023
Close Time	20 April
Close Date	11pm
Nominated Business	Perrier Jouet x QT Auckland
Draw Date	21 April 2023
Draw Time	12pm
Prize	A booth for 6 people at Rooftop at QT's Sunday Club on Sunday 28 th April 2023, including The Enchanted Discoveries Champagne tasting experience, with food match and Grand Brut champagne top ups for a two-hour period (3pm – 5pm only)
Total Prize Value	\$1,300
Approved Notification Method	Email
Prize Delivery Method	Email
Prize Delivery Date	28 th April
Re-Draw Date	22 April
Re-Draw Time	12pm
Re-Draw Notification Method	Email

Special Conditions	All entrants agree for their data to be shared and stored by all partners; QT HOTELS and Pernod Ricard Winemakers Limited. Entrants agree to receive marketing messaging from all partners as a condition of entry.
Promoter Contact Number	

Terms & Conditions

1. Information on how to enter and prizes forms part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. For the avoidance of doubt the Schedule to the Terms & Conditions forms part of these conditions.
2. Entry is open to **Eligible Entrants**. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion; and any retailer activating the promotion are ineligible to enter the promotion.
3. To enter the promotion, eligible entrants must, complete the **Entry Mechanism** during the **Promotion Period**.
4. The **Entry Limit** applies to entries.
5. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the promotional period. Entries received will be considered final by the Promoter. Late entries will not be accepted.
6. Promotion commences at the **Commencement Time** on the **Commencement Date** and closes at the **Close Time** on the **Close Date**. The draw will take place at the **Nominated Business** at the **Draw Time** on the **Draw Date**. The Promoter's decision is final and no correspondence will be entered into.
7. The **Prize** must be taken as offered and cannot be varied. Prizes are not transferable or exchangeable and cannot be taken as cash. Any change in the value of a prize between the publishing date and the date the prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. All warranty claims in respect of the prizes must be directed towards the applicable manufacturer and not the Promoter.
8. The Winner will be notified in writing by the **Approved Notification**.
9. Prizes will be delivered to winners by the **Prize Delivery Method** by the **Prize Delivery Date**. The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).
10. The Promoter encourages the responsible use of the Prize(s), in accordance with applicable laws and regulations.
11. If for any reason a prize, or any part of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the prize (or part thereof) for an alternative prize to the same value of the original prize value, subject to any written directions made under applicable laws and regulations.
12. Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency, eligibility to enter and claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that winner's

entry will become invalid. Proof of identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The prize(s) will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion. In the event that a prize winner cannot provide suitable proof, the relevant prize will be forfeited and no substitute will be offered.

13. The Promoter may conduct such further draws as are necessary (including a second chance draw) at the same place as the original prize draws on **Re-Draw Date** at the **Re-Draw Time** in order to distribute any prizes forfeited or unclaimed by that time in respect of those draws, subject to any written directions given under applicable laws and regulations.
14. The Winner(s) of any unclaimed prize draw will be notified by the **Approved Notification**. All reasonable steps to notify the winner of the results of any unclaimed prize draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
15. Where applicable, the Promoter reserves the right to request that the prize winner or any of their companions obtain certification from a medical professional that they are in the mental or physical condition necessary to be able to safely participate in the prize. If the prize winner or any of their companions is unable to provide such certification, the Promoter reserves the right to refuse to allow the prize winner or any of their companions to take part in any or all aspects of the prize.
16. No compensation will be payable if a winner, or their companions (if applicable) are unable to use any element of the prize as stated for whatever reason, including refusal of entry or ejection from the date locations or participation in certain activities for health, age, behaviour or safety reasons. Any part of a prize that is not taken for any reason is forfeited.
17. Liability: Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated, or the Prize is not able to be taken due to any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), pandemic, epidemic, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, or the Prize, or any component of the Prize, as appropriate.
19. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
20. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
21. Right to verify: The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion.

The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

22. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
23. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
24. Caution: any attempt to deliberately undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
25. Consent: As a condition of entering this promotion, entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a draw (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter. The winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
26. As a condition of accepting the prize, the winner (and his/her companion(s), if applicable) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
27. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
28. Your Personal Information is being collected by the Promoter to include entrants in the promotion and where appropriate award prizes. If you fail to provide the Personal Information that is being requested you may not be able to enter this trade promotion, receive a prize, deal with your complaint or receive marketing information (as applicable). The Promoter may also share your Personal Information with other companies or individuals who assist us in providing products or services or who perform functions on its behalf (such as direct marketing companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient it is likely to be to one of the countries identified in its Privacy Policy. The Privacy Policy explains how you may seek correction to Personal Information the Promoter holds and how to make a complaint and is available at www.pernod-ricard-winemakers.com.
29. All entries are subject to the **Special Conditions**.
30. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.
31. The Promoter is Pernod Ricard Winemakers New Zealand Limited of 4 Graham Street, Auckland 1010. The Promoter can also be contacted at the **Promoter Contact Number**.

Compliance with ASA Code for Advertising and Promotion of Alcohol

An entry will not be accepted as a valid entry if (in the opinion of the Promoter) it:

- encourages under-age drinking, has a strong or evident appeal to minors or features anyone who is, or looks, under 18
 - a. depicts or encourages irresponsible or offensive behaviour, excessive drinking or the misuse of alcohol
- challenges or dares people to drink alcohol
- associates drinking with engaging in any activity which requires a high degree of physical co-ordination, such as driving or playing sport
 - b. suggests that alcohol leads to success or can change your mood or environment
 - c. suggests that alcohol offers any therapeutic benefits or is necessary to relax
 - d. contains religious imagery
 - e. is offensive, anti-social, sexually provocative, discriminatory, exploitative or degrading
 - f. is misleading, deceptive, false, illegal or breaches anyone's intellectual property right.