



BANTA BOX X KATHMANDU PROMOTION TERMS & CONDITIONS

- Promotor: Promoter: Calabria Family Wines, 1283 Brayne Rd, Griffith NSW 2680 A.B.N. 73 074 534 295
- Entry Website: <https://www.bantabox.com/kathmanduprize>
- Relevant States: NSW, ACT, QLD, VIC, SA, WA
- Participating Stores: Licensed liquor retail outlets in the above listed states, where Banta Box is sold.
- Entrants: Entry to the Promotion is open to Australian residents aged 18 years+ and who fulfil the entry requirements.
- Entry restrictions: Must be aged 18 years+. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, any participating Store, or of the agencies or companies associated with this Promotion are ineligible. "Immediate families" means spouse, partner, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor are excluded from the promotion.
- Promotion Period: Starts: 9am AEST 01/10/21. Ends: 11.59pm AEST on 14/11/21. Promotion period may be extended or reduced at the Promoter's discretion.
- Entry Mechanic: To enter, entrants must during the Promotion Period;
 - o Purchase two (2) casks from the Banta Box wine range (Banta Box Shiraz/Banta Box Montepulciano/Banta Box Cabernet Merlot/Banta Box Chardonnay/Banta Box Sauvignon Blanc/Banta Box Pinot Grigio/Banta Box Rose) from participating retailer.
 - o then visit the <https://www.bantabox.com/kathmanduprize> and follow the instructions to complete an online form (including providing personal details, receipt of the qualifying purchase and uploading their purchase receipt).
 - o Upon the entry being validated, the entrant will receive a \$20 voucher redeemable at Kathmandu via email within 24 hours.
- All entries will be subject to validation.
- FOR ALL ENTRIES, entrants must retain all receipts (which clearly shows the store name, location, date and product(s) purchased) as proof of purchase. Receipt(s)/invoice(s) must show that the purchase was made during the Promotion Period but prior to entry. Failure to produce the proof of purchase for all entries or claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a gift.
- All entries submitted by an entrant/winner may be validated by the Promoter prior to a gift being awarded.
- A gift will only be awarded following any validation and verification that the Promoter requires in its sole discretion.
 - o only one (1) entry is permitted per Qualifying Purchase (and no receipt sharing is allowed);
 - o maximum of one (1) entry per person per promotion per household;
 - o a maximum of one (1) entries will be accepted per receipt/invoice (regardless of the number of Qualifying Purchases featured on that receipt/invoice);
 - o each entry must be submitted separately and in accordance with entry requirements; and
 - o unrecognised unique codes and/or receipt (or invoice) numbers will be deemed invalid
 - o Any entry that in the Promoter's opinion is:
 - based on a shared receipt/invoice; or
 - lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including but not limited to the use of a competition entry service,will be void and at the absolute discretion of the Promoter, will render all of an entrant's entries invalid and he/she will forfeit his/her right to any prize.
- The gift for a qualifying purchase is a voucher to the value of [20]\$, redeemable on purchases at Kathmandu website and stores.
- Discount codes are only redeemable via <https://www.kathmandu.com.au/> within Australia
- Successful entrants will receive an email with voucher details and how to use in Australia.
- To redeem the \$20 voucher code:
 - o Visit <https://www.kathmandu.com.au/>
 - o Enter your voucher code at checkout and your voucher will be applied
 - o For all terms and conditions on return policies please visit <https://www.kathmandu.com.au/e-gift-cards-choose-your-value.html>
 - o Voucher code has no expiry date.
- Entrants must apply the single voucher code to one single purchase only.
- Once applied to a purchase, the voucher code cannot be applied to any other purchases on Kathmandu's website. Promoter not liable for user error.



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TERMS OF ENTRY

- These terms must be read together with the Schedule for this Promotion. The Schedule defines terminology used in these Terms of Entry. Participation in this Promotion constitutes acceptance of these Terms of Entry. Where there is any inconsistency between the Schedule and these terms, the Schedule prevails.
- Entry is open only to Entrants of the Relevant States/Territories who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter, of any Participating Store or of its related bodies corporate, or of the agencies or companies associated with this Promotion are ineligible to enter.
- The Promotion will be conducted during the Promotion Period.
- To enter the Promotion, entrants must follow the Entry Mechanic during the Promotion Period.
- Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries. (1) entry.
- The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
- The Promoter's decisions are final and no correspondence will be entered into. The Promoter's decision not to enforce a specific condition does not constitute a waiver of that condition or of the Terms of Entry in general.
- All entries and materials submitted to the Promoter in connection with this Promotion, become the property of the Promoter and each entrant warrants that she/he has the right to transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
 - (a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and
 - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
- Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.
- Entrants may only enter the Promotion in their own name and can only use one (1) name for all entries submitted to the Promotion; there can be only one (1) email address and one (1) residential address used in connection with an entrant's name. Entrants who are deemed by the Promoter to have entered using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. Entrants cannot enter on behalf of another person at any time.
- The Promoter (or its nominated agent) reserves the right at any time during or after the Promotion Period to request entrants to produce (within the requested timeframe specified by the Promoter) suitable photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to verify the validity of their entry/ies and to verify an entrant (including their identity, age, residential address, place of employment, eligibility to enter and eligibility to claim a gift). If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant has not been verified or validated to the Promoter's satisfaction, then the entrant's entry (and at the Promoter's discretion all of the entrants' entries) will become invalid.
- The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a gift or otherwise cease to provide any benefit of a gift to an entrant if the entrant, in the opinion of the Promoter, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
- At the Promoter's request, successful entrants must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion or the receiving of any gift, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any gift, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.
- If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or an entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
- Successful entrants will be notified as stated in the Notification section of the Schedule.
- If any prize is not claimed in accordance with these terms of entry, the relevant entrant's entry will be deemed invalid.
- Prize and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the gift, as applicable.
- The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any gift, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prize.
- The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has a) failed to provide adequate identification to the satisfaction of the Promoter, b) who tampered with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these Terms of Entry, c) acted in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person, or d) engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the Promotion and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this Promotion. Failure by the Promoter to enforce any of its rights at any state does not constitute waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.



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- If due to any reason whatsoever the Promoter becomes aware after an entrant has won a gift that the entrant has not complied with these terms, that entrant will have no entitlement to the gift, even if the Promoter has announced them as a successful entrant and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the gift.
- Gifts are not transferable or exchangeable and cannot be redeemed for cash. Where a gift is unavailable for any reason, the Promoter may substitute for that gift another item of equal or higher value as determined by the Promoter.
- If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network/communications failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
- The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol#block-views-block-file-attachments-content-block-1>
- The Promoter accepts no responsibility for any tax implications that may arise from the receiving of gifts. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- The information entrants provide will be used by the Promoter for the purposes of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. Entrants can read the Promoter's Privacy Policy at <https://www.bantabox.com/kathmanduprize>
- The Promoter may run, communicate or advertise this promotion using Facebook and/or Instagram. However, the promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.

To review any terms and conditions with Kathmandu vouchers please visit:

<https://www.kathmandu.com.au/e-gift-cards-choose-your-value.html>

- may only be redeemed via www.kathmandu.com.au or in store
- once redeemed by a User, the voucher value is not transferable to other users or products
- User will not receive any value or credit for any unused portions promotional discount codes
- Voucher codes have no cash value and may not be redeemed for cash, except as required by law
- Issues involving redemption and/or use of the Kathmandu Voucher should be directed to Calabria Family Wines
- Can only be used by the first person who redeems the code. Non-transferrable.