[yellow tail] CoolCabanas Giveaway – Terms and Conditions

A PURCHASE IS NECESSARY TO ENTER OR WIN.

Casella Family Brands ([yellow tail]) supports the Responsible Service of Alcohol. Under the Liquor Licensing Act 1997 it is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of 18 years. Casella Family Brands Licence Number: LIQP700301252. ABN 96 060 745 315.

1. Eligibility: Sweepstakes (the "Sweepstakes") is open only to those who make a purchase from the [yellow tail] online store (https://shop.yellowtailwine.com) and who are at least 18+ years old at the time of entry. The sweepstakes is open to the legal residents of Australia (Excluding Northern Territory) and is void where prohibited by law. Employees of Casella Family Brands (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Casella Family Brands, as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

3. Sweepstakes Period: Entries will be accepted online starting on Tuesday 18 February 2025 at 12:01 AM and ending on Tuesday 4 March 2025 at 11:59 PM. All online entries must be received by 4 March 2025 at 11:59 PM. All times are Australian Eastern Daylight Time (AEDT) unless otherwise stated.

4. How to Enter: The Sweepstakes must be entered by making a purchase from the [yellow tail] online store -<https://shop.yellowtailwine.com>. For every order placed within the promotional period you will receive one (1) entry into the draw. Purchases of [yellow tail] made from any other retailer during the promotional period are not eligible. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Casella Family Brands. You may enter multiple times during the promotional period. You may not enter more times than indicated by using multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Casella Family Brands. Employees (and their immediate family members) of the Sponsor, agencies/companies directly associated with the conduct of this Promotion, businesses involved in the determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Sponsors distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. Prizes: The retail value of the prize is $747 (AUD). There are three (3) prizes to be won each valued at $249 (AUD). The prize is a [yellow tail] branded CoolCabanas cabana (Size large). The CoolCabanas cabana provides 5.8m2 of shade, provides UPF 50+ protection and folds to 105cm.

You are not guaranteed to win a prize and your chance of winning is dependent on the total number of eligible entries received. You may only win once. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution is permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of the prize constitutes permission for Casella Family Brands to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor on the following date: Wednesday 5 March 2025 at 11.00 AM (AEDT). Winners will be notified via phone and e-mail to the e-mail address they entered the Sweepstakes with within five (5) days following the winner selection. Winners will be posted to the [yellow tail] News Page on www.yellowtailwine.com by 3PM (AEST) on the draw date. Casella Family Brands shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected. The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this content you understand that Casella Family Brands, anyone acting on behalf of Casella Family Brands, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Casella Family Brands reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Casella Family Brands may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Casella Family Brands. Casella Family Brands reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Casella Family Brands has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Casella Family Brands reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Sweepstakes you agree to receive email newsletters periodically from [yellow tail] unless you have already opted out previously. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless Casella Family Brands and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF Australia AND New South Wales WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New South Wales having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the [yellow tail] website. Read the Privacy Policy here: https://shop.yellowtailwine.com/policies/privacy-policy.

13. Winner List: For the names of the winners, please contact us at <https://shop.yellowtailwine.com/pages/contact> and in the body of the email type 'Please e-mail me the winners' list for the [yellow tail] CoolCabanas Giveaway.

14. Sponsor: The Sponsor of the Sweepstakes is Casella Family Brands, Level 4, Building A, 207 Pacific Highway, St Leonards, Sydney, New South Wales, 2065, Australia. 15. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, X, Youtube, Pinterest, LinkedIn, WhatsApp or Google. You understand that you are providing your information to the owner of this sweepstakes and not to Facebook, X, Youtube, Pinterest, LinkedIn or Google.