

Starward Whisky & Dine Promotion Terms and Conditions

Promoter	New World Whisky Distillery Pty Ltd (ABN 603 892 888), 50 Bertie Street, Port Melbourne, Victoria, 3207.												
Who can enter?	Only Vic or NSW residents who: (a) are aged 18 or over; (b) can take the prize in Vic or NSW on the date specified by the Promoter.												
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.												
Competition Periods	The competition will run separately in the following liquor licensed venues (Venues) on the following dates: <ol style="list-style-type: none"> 1. Chin Chin, 125 Flinders Ln, Melbourne VIC 3000, Melbourne Vic, from 12.01am (AEST) on 23/03/22 to 11.59pm (AEST) on 21/04/22 (Chin Chin Melbourne) 2. Chin Chin, 69 Commonwealth St, Surry Hills NSW 2010, Sydney NSW from 12.01am (AEDT) on 23/03/22 to 11.59pm (AEST) on 19/05/22 (Chin Chin Sydney) 3. Yakimono, 80 Collins St, Melbourne VIC 3000, Melbourne Vic from 12.01am (AEST) on 22/04/22 to 11.59pm (AEST) on 19/05/22 (Yakimono) 4. Hawker Hall, 98 Chapel St, Windsor VIC 3181, Melbourne Vic from 12.01am (AEST) on 20/05/22 to 11.59pm (AEST) on 16/06/22 (Hawker Hall) 												
Website	NSW: https://starwardwhisky.typeform.com/taste-quiz-nsw VIC: https://starwardwhisky.typeform.com/taste-quiz-vic												
Entry instructions	To enter, you must, during a Venue's Competition Period: (a) either: <ol style="list-style-type: none"> i. scan the QR on any artwork/decal at the Venue to click through to the Website; OR ii. visit the Website; and (b) follow the prompts to fill in the entry form including by taking the Whisky and Dine quiz and providing all other requested information to enter the draw for that Venue.												
How many winners will there be and how will they be chosen?	There will be in total 5 winners determined in respect of this competition – 2 winners for Chin Chin Sydney, 1 winner for Chin Chin Melbourne, 1 winner for Yakimono and 1 winner for Hawker Hall. There will be 5 draws conducted; 1 draw for each Venue in Melbourne (1 for Chin Chin, 1 for Yakimono and 1 for Hawker Hall) and 2 draws for Chin Chin Sydney Venue. All draws will be held at 12pm (AEST) at Gadens Lawyers, Level 13, 447 Collins Street, Melbourne Vic 3000 (Gadens), on the following dates: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Draw</th> <th style="text-align: center;">Venue</th> <th style="text-align: center;">Draw Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Chin Chin Melbourne</td> <td>22/04/2022</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Chin Chin Sydney</td> <td>22/04/2022 (for all entries received between 12.01am AEDT 23/03/22 to 11.59pm AEST 21/04/2022)</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Chin Chin Sydney</td> <td>20/05/2022 (for all entries received between 12.01am AEDT 23/03/22 to 11.59pm AEST 19/05/2022)</td> </tr> </tbody> </table>	Draw	Venue	Draw Date	1	Chin Chin Melbourne	22/04/2022	2	Chin Chin Sydney	22/04/2022 (for all entries received between 12.01am AEDT 23/03/22 to 11.59pm AEST 21/04/2022)	3	Chin Chin Sydney	20/05/2022 (for all entries received between 12.01am AEDT 23/03/22 to 11.59pm AEST 19/05/2022)
Draw	Venue	Draw Date											
1	Chin Chin Melbourne	22/04/2022											
2	Chin Chin Sydney	22/04/2022 (for all entries received between 12.01am AEDT 23/03/22 to 11.59pm AEST 21/04/2022)											
3	Chin Chin Sydney	20/05/2022 (for all entries received between 12.01am AEDT 23/03/22 to 11.59pm AEST 19/05/2022)											

	4	Yakimono	20/05/2022
	5	Hawker Hall	17/06/2022
	<p>For Draw 1, the first valid entry drawn randomly from the entries received at Chin Chin Melbourne during its Competition Period will win the Chin Chin Melbourne prize.</p> <p>For Draw 2, the first valid entry drawn randomly from the entries received at Chin Chin Sydney between 12.01am AEDT 23/03/22 and 11.59pm AEST 21/04/2022 will win the Chin Chin Sydney prize.</p> <p>For Draw 3, the first valid entry drawn randomly from the entries received at Chin Chin Sydney up to 11.59pm AEST 19/05/2022 will win the Chin Chin Sydney prize.</p> <p>For Draw 4, the first valid entry drawn randomly from the entries received at Yakimono during its Competition Period will win the Yakimono prize.</p> <p>For Draw 5, the first valid entry drawn randomly from the entries received at Hawker Hall during its Competition Period will win the Hawker Hall prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p> <p>Entries received at Chin Chin Sydney in respect of Draw 2 will roll over to (and be included in) Draw 3.</p>		
What can I win?	<p>There are 5 prizes available – 2 prizes for Chin Chin Sydney, and 1 prize for each of Chin Chin Melbourne, Yakimono and Hawker Hall.</p> <p>Chin Chin Sydney prize</p> <p>The prize for the winner in Draw 2 is a table for 4 adults at Chin Chin Sydney for a Starward Whisky infused dining and cocktail dining experience on 29/04/2022, valued at \$1,000.</p> <p>The prize for the winner in Draw 3 is a table for 4 adults at Chin Chin Sydney for a Starward Whisky infused dining and cocktail dining experience on 27/05/2022, valued at \$1,000.</p> <p>Chin Chin Melbourne prize</p> <p>The prize is a table for 4 adults at Chin Chin Melbourne for a Starward Whisky infused dining and cocktail dining experience on 29/04/2022, valued at \$1,000.</p> <p>Yakimono prize</p> <p>The prize is a table for 4 adults at Yakimono for a Starward Whisky infused dining and cocktail dining experience on 27/05/2022, valued at \$1,000.</p> <p>Hawker Hall prize</p> <p>The prize is a table for 4 adults at Hawker Hall for a Starward Whisky infused dining and cocktail dining experience on 24/06/2022, valued at \$1,000.</p> <p>Any costs incurred at the dining experience over and above \$1,000 will not be covered by the Promoter and any such additional costs must be borne by the winner and his/her companion/s as incurred.</p> <p>All prizes must be taken at the Venue specified and on the date advised by the Promoter – you cannot select another Venue or date to take the prize. The winner and their companions must make their own way to and from the Venue location at their own cost. No travel will be offered with the prize. By accepting or participating in any prize, your companion/s accept these Terms and Conditions.</p> <p><i>The dining experiences are subject to a pandemic, any government restrictions/directives, health advice, venue entry requirements and the like.</i></p>		

Total prize pool	Each prize is valued at \$1,000. The total prize pool is \$5,000.
How many times can I enter?	You can enter multiple times. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	Winner/s will be notified by email immediately after the draw.
Unclaimed prize/s	<p>Prize claim date: All prizes must be claimed on the dates specified.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s who (if possible) have not already won an unclaimed prize or the prize will be forfeited. Any winner/s will be informed immediately by email.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 30/06/2022.</p>
Collection and use of your personal information	<p>If you are a winner, you and (if applicable) your companion/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion/s consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion/s' personal information directly or through the Promoter's agents or contractors. The Promoter will use your/your companion/s' personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data. This may include disclosures to organisations outside Australia including in places such as the USA, Singapore and companies incorporated overseas that own or manage an investment in New World Whisky Distillery Pty Ltd (which may include companies incorporated in England and Wales or other jurisdictions).</p> <p>If you have marked the "opt-in" box on the entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging.</p> <p>The Promoter's Privacy Policy (see https://starward.com.au/pages/privacy-policy) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during a Venue's relevant Competition Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
 - (a) validity period/s;
 - (b) booking and availability; and
 - (c) conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes).

- 4 You/your companion/s are responsible for all other unspecified costs related to the prize. The Promoter does not control entry to the relevant event location. If tickets are issued, the winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

- 7 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 9 You must not:
 - (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 10 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 11 If you (or your companion/s, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 12 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw.
- 13 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 14 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason, the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 15 If publication will take place, by entering, you request that your full address not be published.
- 16 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

- 17 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.

Liability

- 18 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 19 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 20 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 21 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.