

“GORDON’S PLEDGE 2019” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and about prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter and/or claim. Immediate family 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.
3. The promotion will be conducted between 02/10/19 and 11:59pm AEDST on 30/10/19 ("Promotion Period").
4. **How to enter:** To enter the promotion, entrants must, during the Promotional Period, visit www.gordonspledge.com.au, complete the online entry form by entering all requested details including first & last name, DOB, State, valid email address & mobile number, and submit the completed form.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. Only one (1) entry permitted per person.
8. The draw will take place at Anisimoff Legal, Suite 5, 210 The Central Coast Highway, Erina NSW 2250 at 11am AEDST on 11/11/19 in the presence of an independent scrutineer. Winner will be notified by telephone and in writing via email within two (2) business days of the draw and their name published on 13/11/19 at <http://www.diageopromotions.com.au>.
9. The Promoter's decision is final and no correspondence will be entered into.
10. The first valid entry drawn will win a trip to Hamilton Island, QLD for four (4) adults, valued at up to \$10,495 depending on point of departure. Prize includes:
 - Return economy flights for four (4) adults from winner's nearest capital city to Hamilton Island, QLD (if required – will not be awarded if winner resides on Hamilton Island, and not redeemable for cash);
 - Four (4) nights 4-star accommodation at the Beach Club Resort in two (2) twin share rooms, with breakfast daily;
 - Return airport to accommodation transfers; and
 - One (1) dinner cruise for four (4) adults on board the M.V. Hamilton Star.
11. Spending money, additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 11/11/20, subject to booking and flight availability. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

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12. The total prize pool value for this promotion is up to \$10,495. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
13. The Promoter advocates the responsible service and consumption of alcohol. The Promoter encourages consumers to drink responsibly. Legal aged consumers are advised to visit www.drinkwise.org.au to get the facts on standard drinks and responsible drinking.
14. If for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. If the prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. A draw for the prize, if unclaimed, will take place at the same time and place as the original draw on 12/02/20, subject to any written directions from any regulatory authority. Winners in any unclaimed prize draw will be notified by telephone and in writing by email within two (2) business days of the draw and their names will be published on 14/02/20 at <http://www.diageopromotions.com.au>.
17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, 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, as appropriate, subject to any written directions from any regulatory authority.
18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 any winner or entrant; or (f) the prize.
20. The Promoter collects personal information ("PI") in order 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 Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://diageopromotions.com.au/privacy#cookies>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out of marketing, access, update or correct their PI, how entrants' entrant can contact and

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may complain about a breach of the Australian Privacy Principles. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

21. Entrants grant the Promoter permission to communicate with them by email and/or SMS in order to provide details of the prize and/or instructions as to how the winner is to claim the prize and establish his/her entitlement to it.
22. The Promoter is Diageo Australia Limited of 162 Blues Point Road, McMahon's Point, NSW, 2060, ABN 33 004 167 720. Consumer enquiries may be directed to 1800 789 344.

NSW Permit No. LTPS/19/37833

ACT Permit No. TP19/04135

SA Permit No. T19/1502

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