

## JOHNNIE WALKER GIFTING 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, retailers 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 1<sup>st</sup> cousin.
3. The promotion will be conducted between 07/11/22 and 11:59pm AEDST on 31/12/22 ("Promotional Period").
4. **How to enter:** To enter the promotion, entrants must, during the Promotional Period:
  - A) Purchase any Johnnie Walker Black Label 12 Year Old Scotch Whisky 700mL bottle , and retain their purchase receipt; and
  - B) Scan the QR code on bottle or in store print material or visit [giftandwin.johnniewalker.com.au](http://giftandwin.johnniewalker.com.au) to access the entry form, complete all requested details including name, contact number, email address, State of residence, store of purchase and a personalised gift message, and submit the entry 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. Multiple entries permitted, subject to the following: (a) limit of one (1) entry per transaction (regardless of how many Johnnie Walker Black Label products were purchased in that transaction in excess of one); (b) limit of four (4) entries per person per day; and (c) each entry must be submitted separately and in accordance with the entry requirements.
8. Entrants must retain their original purchase receipt(s), or a copy of the same, for all entries as proof of purchase. Failure to produce the proof of purchase for all entries 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 prize. Purchase receipt(s) must clearly specify that a purchase was made during the Promotional Period but prior to entry.
9. The draw will take place at Anisimoff Legal, Suite 5, 210 The Central Coast Highway, Erina NSW 2250 at 10:00am AEDST on 16/01/23. Winner will be notified via email and their name will be published on 20/01/23 at <http://www.diageopromotions.com.au>.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first valid entry drawn will win a trip for two (2) adults to Edinburgh, Scotland valued at up to \$40,000 depending on date and point of departure. Prize includes:
  - 2 x return airfares from the winner's nearest capital city to Edinburgh, Scotland;
  - 5 nights 4 star accommodation in Edinburgh, Scotland;
  - 1 x Johnnie Walker experience including meals;

**Confidential**

- transfers; and
- \$1000 spending money

12. Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, travel insurance, in-room charges and all other ancillary costs are not included. Prize must be taken by 20/01/24 and is subject to booking and flight availability. Prize is not able to be taken during the months of December or January.
13. The winner and their companion are responsible for ensuring that they have any requisite passports, visas, vaccinations and travel documentation. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize unless specified otherwise. 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.
14. The total prize pool value for this promotion is up to \$40,000.
15. 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](http://www.drinkwise.org.au) to get the facts on standard drinks and responsible drinking.
16. If for any reason the winner does not take the prize (or any element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Prize is not transferable or exchangeable and cannot be taken as cash unless specified otherwise.
19. A draw for the prize if won, but unclaimed, will take place at the same time and place as the original draw on 17/04/23, subject to any written directions from any regulatory authority. Winner, if any, will be notified by email and their names will be published on 21/04/23 at <http://www.diageopromotions.com.au>.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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.
22. 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.

23. 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) use of a prize.
24. 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 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.
25. 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.
26. 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 TP/ 00104**

**ACT Permit No. TP22/ 01605**

**SA Permit No. T22/ 1308**