

Smirnoff Wireless Headphones Pack Promotion

1. Information on how to enter and about prizes form part of these Terms and Conditions. Participating in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents who are aged 18 years or over. Directors, officers, employees and their immediate families of the Promoter, the Participating Venue/Outlet (as defined below), and their agencies associated with this promotion are ineligible to enter.
3. The promotion will take place at one hundred (100) on-premise venues invited by the Promoter to participate ("Participating Venue"). At each Participating Venue, the promotion will commence and close at the time and date detailed on the promotional materials displayed at the Participating Venue or while stocks of entry forms last ("Promotional Period"). All Participating Venues will conduct the promotion during the period between 00.01 AEDST on 11/12/20 and 23:59 AEDST on 31/03/21.
4. To be eligible to enter the Promotion, entrants must, during the Promotion Period in a Participating Venue:
 - a) Purchase any Smirnoff product at the Participating Venue ("Qualifying Transaction") to obtain an entry form; and
 - b) Complete the entry form in full, including full name, email address and phone number, and deposit in the entry box at the Participating Venue.
5. The Promoter reserves the right, at any time during or after the closing date of the promotion to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
7. Multiple entries permitted, subject to the following: (a) limit of one (1) entry per Qualifying Transaction; (b) a limit of one (1) entry per person per day; and (c) each entry must be submitted separately and in accordance with the entry requirements.
8. Incomplete, illegible or indecipherable entries will be deemed invalid.
9. Each Participating Venue will complete a prize draw at the time and date detailed on the promotional materials displayed at the Participating Venue. All Participating Venue prize draws will be conducted by no later than 23.59 AEDST on 31/03/21. The winners will be notified by phone or by email within

two (2) business days and their names will be displayed on a notice board in the Participating Venue the following day after the draw and no later than 01/04/21. The Promoter reserves the right, in its absolute discretion, to draw reserve entries and record them in order in the case of an invalid or ineligible entrant.

10. The first (1st) valid entry drawn at each Participating Venue will win the Smirnoff Wireless Headphones Pack valued at \$320 which includes: 1 x Sennheiser HD-450BT Wireless Headphones in White valued at \$300 and 1 x Smirnoff branded carry pouch valued at \$20.
11. The Promoter's decision is final, and no correspondence will be entered into.
12. Total prize pool in each Participating Venue is \$320. Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
13. 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.
14. If for any reason this competition is not capable of running as planned including (but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, pandemic, war, terrorism or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any entrant who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion subject to any written directions of any regulatory authority.
15. The prize must be claimed in each Participating Venue by 23:59 AEST on 01/07/21. A draw for the prize, if unclaimed by this time in a particular Participating Venue, will take place at the same Participating Venue as the original draw for that prize at 11.00 AEST on 02/07/21, subject to any written directions from a regulatory authority. The unclaimed prize winner, if any, will be notified by phone and by email within two (2) working days of the draw and their names will be displayed on a notice board in the Participating Venue the following day after the draw and no later than 05/07/21.
16. The prizes must be taken as stated. If for any reason a prize winner cannot take a prize or any part of a prize in accordance with these Terms and Conditions, including at the time specified by the Promoter, the prize will be forfeited and will not be redeemable for cash.

17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a 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 States and Territories of Australia where it is illegal to do so ("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 a winner or entrant; or (f) a prize.
20. Diageo encourages consumers to enjoy drinking its products responsibly. Legal aged consumers are advised to visit www.drinkwise.org.au to get the facts on standard drinks and responsible drinking.
21. 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 <https://www.diageopromotions.com.au/privacy-policy>. 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.

22. 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 a winner is to claim the prize and establish his/her entitlement to it.

23. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of 162 Blues Point Road, McMahon's Point, NSW, 2060. Ph: +61 2 9126 7000.

Smirnoff Wireless Headphones Pack Promotion

Abridged Terms & Conditions for all point of sale (excluding entry forms)

*Conditions apply. Ask bar staff for details. Open to Australian residents 18+. Starts __/__/__. Closes __/__/__. Drawn in this venue at ____am/pm on __/__/__. Limit of one entry per person per day. Prize is 1 x Smirnoff Wireless Headphones Pack valued at \$320. Promoter is Diageo Australia Limited (ABN 33 004 167 720) of 162 Blues Point Road, McMahon's Point, NSW, 2060. Diageo Australia Limited practises the responsible service of alcohol.