

## BUNDABERG RUM WHERE'S THE BEAR 3.0 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 (excluding NT & TAS) who are aged 18 years or over. Directors, officers, employees and their immediate families of the Promoter, the Participating Venue (as defined below), and their agencies associated with this promotion are ineligible to enter.
3. The promotion will be conducted in participating off-premise licensed retailers and on-premise licensed venues nationally on the following dates:
  - Component 1 and 2: Entries open on 03/07/2023 and close at 11:59pm AEST on 04/09/2023; and
  - Component 3: Entries open on 03/07/2023 and close at 11:59pm AEST on 01/02/2024 (collectively known as the “Promotional Period”).

A ‘participating off-premise licensed retailer’ and ‘participating on-premise licensed venue’ is any such retailer or venue that displays advertising for this promotion. A participating venue will not offer this promotion as an inducement directed at encouraging patrons to gamble in line with relevant state gambling authorities.

4. There are three (3) components to this promotion:
  - Component 1) \$25 NRL Shop Vouchers Instant Win Component (available in both participating off-premise licensed retailers and on-premise licensed venues);
  - Component 2) \$10,000 Instant Win Component (available in participating on-premise venues only); and
  - Component 3) the “Golden” Bear Can Component (available in participating off-premise licensed retailers only).
5. To be eligible to enter in the promotion, eligible individuals must, during the Promotional Period, either:
  - A) **Off-Premise:** Purchase any pack of Bundaberg Rum cans at any participating off-premise licensed retailer and retain their purchase receipt. Individuals that purchase any of the below Participating Bundaberg Products at a participating off-premise licensed retailer will also have the chance to find a “Golden” Bear Can under Component 3 (see below for further details);

OR

- B) **On-Premise:** Purchase a round of four (4) Bundaberg Rum drinks to share with friends (for the entrant and up to three friends) at any participating on-premise licensed venue and obtain a game card containing a unique code;

(each a “Qualifying Purchase”). It is the responsibility of each entrant to ensure a purchase receipt or game card (as applicable) is provided to them if one is not provided at the time of the Qualifying Purchase.

### **“Participating Bundaberg Products” for Component 3**

- Bundaberg Alcoholic Ginger Bear 4 Pack
  - Bundy Alcoholic Lemon Lime Bitters 4 Pack
  - Bundaberg UP (Underproof) Rum & Cola 24 Pack
  - Bundaberg UP (Underproof) Rum & Cola 6 Pack
  - Bundaberg UP (Underproof) Rum & Cola 10 Pack
  - Bundaberg Red Rum & Cola 6 Pack
  - Bundaberg Red Rum & Cola 24 Pack
  - Bundaberg Red Rum & Cola 10 Pack
6. To enter Component 1, entrants must then, during the Promotional Period, visit [www.findbundybear.com.au](http://www.findbundybear.com.au), locate the online entry form, include all requested details including either a copy of their purchase receipt (for Off Premise Qualifying Purchase) or unique code located on the scratch card (for On Premise Qualifying Purchases) as applicable, and submit the fully completed entry form. Individuals that make an On Premise Qualifying Purchase will also automatically be entered into Component 2. Individuals that make an Off Premise Qualifying Purchase will also automatically be eligible to participate in Component 3. To participate in Component 3 entrants must follow the steps in clause 8.

### **THE “GOLDEN” BEAR CAN COMPONENT/COMPONENT 3**

7. For the purposes of The “Golden” Bear Can Component, there will be a total of nine (9) Participating Bundaberg Products that will contain a golden bear can inside the pack and a certificate containing a unique code (each a “Golden Bear Can”). Each Golden Bear Can will be secretly planted by the Promoter at selected participating off-premise licensed retailer locations that have been previously determined by the Promoter.
8. Individuals that find a Golden Bear Can during the Promotional Period for Component 3 (ending 01/02/2024), will, subject to verification, each win \$10,000 in the form of an electronic funds transfer to the winner’s nominated Australian bank account. Individuals must retain the Golden Bear Can inside their Participating Bundaberg Product and follow the instructions provided to claim the prize, which include completing the steps outlined in clause 6 above including uploading their purchase receipt and entering the unique code located on the certificate. The prize must be claimed by no later than 11:59pm AEST on 01/03/2024.

### **GENERAL**

9. 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.
10. 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.

11. Multiple entries permitted, subject to the following: (a) a limit of one (1) entry per Qualifying Purchase; (b) limit of one (1) entry per Qualifying Purchase made at an Off-Premise retailer per person per day; (c) limit of one (1) entry per Qualifying Purchase made at an On-Premise retailer per person per day; (d) each unique code can only be used once; and (e) each entry must be submitted separately and in accordance with the entry requirements.
12. Entrants must retain their original purchase receipt(s) or scratch cards (as applicable) for all entries as proof of a Qualifying Purchase. Failure to produce the proof of Qualifying 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 Qualifying Purchase was made during the Promotional Period but prior to entry.
13. Individuals that make a Qualifying Purchase at either an On-Premise venue or Off-Premise retailer will be entered into Component 1. The winners for Component 1 will be notified instantly online upon submitting their entry form.
14. Individuals that make a Qualifying Purchase On-Premise will be entered into Component 2. The winner for Component 2 will be notified instantly online upon submitting their entry form.
15. Winners for Component 3 will be notified instantly once they find the "Golden" Bear Can in their Participating Bundaberg Product.
16. Instant win prize for Component 1: 2,200 x \$25 NRL Shop Vouchers.
17. Instant win prize for Component 2: 1 x \$10,000 in the form of an electronic funds transfer to the winner's nominated Australian bank account.
18. Instant win prizes for Component 3: 9 x \$10,000 in the form of an electronic funds transfer to the winner's nominated Australian bank account.
19. The Promoter's decision is final and no correspondence will be entered into.
20. All instant prize winners will be notified immediately onscreen in writing and also via email. Winners will be published at <http://www.diageopromotions.com.au> by 05/09/2023 (for Components 1 and 2) and 07/02/2024 (for Component 3). The Promoter also reserves the right to publish winners of any \$10,000 prize intermittently throughout the Promotional Period as they arise.
21. Any ancillary costs associated with redeeming any gift voucher are not included. Any unused balance of any gift voucher will not be awarded as cash. Redemption of a gift voucher is subject to any terms and conditions of the issuer including those specified on the gift voucher.
22. Total prize pool is \$155,000. Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.

23. A draw to award any Component 2 prize that is not won and any other Component 1 prizes that are won, but remain unclaimed, will take place at 10:00am AEDST on 05/10/2023. A draw to award any unwon Component 3 prizes (that is, if any Golden Bear Can is not found) will take place at 10:00am AEST on 05/03/2024. All entrants from Component 1 and 2 will be entered into this draw. Both draws, if required, will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 The Central Coast Highway, Erina NSW 2250 subject to any written directions from any regulatory authority. Winners, if any, will be notified by telephone and in writing by email and their names will be published at <http://www.diageopromotions.com.au> on 11/10/2023 (instant prize winners for Components 1 and 2) and 07/03/2024 (for Component 3).
24. 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.
25. 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, war, terrorism, pandemic 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.
26. 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.
27. If any prize (or any part of any 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.
28. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
29. 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.
30. 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.

31. 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.
32. Diageo encourages consumers to enjoy drinking its products 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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
33. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of Level 7, 99 Macquarie Street, Sydney NSW 2000.

NSW Authority TP/000104, ACT Permit TP23/00724. SA Permit T23/535