

TANQUERAY RELAUNCH ON PREMISE CASHBACK PROMOTION

TERMS AND CONDITIONS

1. Information on how to claim and the cashback form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Claims are only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, Participating Venues (as defined below) and agencies associated with this promotion are ineligible to 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. "Participating Venues" means any on-premise licensed venue that serves Tanqueray Gin and displays advertising for this promotion.
4. Promotion commences on 06/03/23 and claims close at 11:59pm AEST on 08/05/23 ("Promotional Period").
5. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim 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 claims will be deemed invalid.
7. To be eligible to receive the cashback, individuals must, during the Promotional Period, purchase a Tanqueray Gin and mix drink ("Eligible Product") from a Participating Venue and obtain their purchase receipt.
8. Eligible claimants must then download the MYY App onto a compatible device, complete the MYY App registration with all requested details, click on the promotional tile, uploading a photo of their purchase receipt for the Eligible Product and submitting the completed claim form during the Promotional Period.
9. Subject to any limits imposed on the number of cashbacks that can be claimed by an individual as set out in these Terms and Conditions, the first 100,000 valid claims received during the Promotional Period will each receive a refund for the purchase price of one (1) Eligible Product, as indicated on the purchase receipt submitted as part of the claim, up to a maximum value of \$20. For clarity, the claimant must upload a valid itemised receipt showing the date of purchase. Receipt must be itemised clearly demonstrating the Eligible Product purchased as Tanqueray Gin and show that the purchase was made during the Promotional Period. Receipts showing only 'spirit' or 'gin' without Tanqueray in the description will not be accepted.
10. The cashback will be awarded in the form of a Vault Pays-enabled Prepaid Mastercard[®]. Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in their digital wallet. The digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See

www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

11. Limit of one (1) claim permitted per person (based on mobile number) and one (1) claim permitted per purchase receipt.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The total pool of claims available for this promotion is up to \$2,000,000.
14. Participation in this promotion is subject to the licensee's liquor serving policy. 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.
15. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate, subject to any written directions from any regulatory authority.
16. 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.
17. 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 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 cashback value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a cashback.
18. 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 individuals. The Privacy Policy also contains information about how individuals may opt out of marketing, access, update or correct their PI, how individuals can contact and may complain about a breach of the Australian Privacy Principles. All claims 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 claimants 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.

19. The Promoter is Diageo Australia Limited of Level 7, 99 Macquarie Street, Sydney NSW 2000, ABN 33 004 167 720.