

Bundy Strummingbird Giveaway Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Bundy Strummingbird Giveaway Promotion
Promoter:	Diageo Australia Limited ABN 33 004 167 720, Level 7, 99 Macquarie Street, Sydney, NSW 2000, Australia. Ph: 02 7227 8880 For any enquiries regarding this Promotion, please contact the Promoter via Diageo.Australia.Customer.Service.Centre@diageo.com or 02 7227 8880
Promotional Period:	Start time/date: 09:00 am AEST on 16/09/26 End time/date: 11:59 pm AEST on 28/09/26
Eligible entrants:	Entry is only open to NSW and QLD residents who are 18 years of age or over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) visit @bundabergrum on Instagram (located at https://www.instagram.com/bundabergrum/); b) locate and like the promotional post; c) tag three (3) friends in a comment on the promotional post; and d) 'Follow' the following Instagram accounts: @bundabergrum, @strummingbirdfestival and @jamesjohnstonmusic.
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Each entry must tag a different friend.
Winner Determination:	<u>Draw:</u> - The draw will take place at Diageo Activation Union, 479 South Dowling St, Surry Hills NSW 2010, Australia at 12:00 pm AEST on 29/09/26 using computerised random selection. - The first valid entry drawn will be the winner of the prize specified below. - The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn. - If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
Total Prize Pool:	AUD\$2,000.00

Prize Description	Number of this prize	Value (per prize)
The prize is four (4) adult general admission tickets with four (4) Bells & Whistles VIP Upgrade to the winner's choice of a Strummingbird Festival event (either Ballarat or Newcastle Festival).	1	AUD\$2,000.00

Further Prize Details:	- This prize includes tickets to the winner's choice of a Strummingbird Festival event, taking place on 10/10/26 (for Ballarat) OR 17/10/26 (for Newcastle) ("Event"). If the winner is unwilling or unable to attend this Event, they forfeit the prize and the Promoter is not obliged to offer a substitute prize. - The Event tickets are subject to the organiser's terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or their companions for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. - All costs associated with travel to and from the Event will be the responsibility of the winner and their companions.
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Winner notification:	The winner will be contacted via Instagram within seven (7) days of the draw.
Unclaimed Prizes:	Prize must be claimed by 12:00 pm AEST on 06/10/26. In the event of any unclaimed prize, an unclaimed prize draw will take place at the same time and place as the original draw on 07/10/26. The winner of the unclaimed prize draw will be contacted via Instagram within seven (7) days. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn. If there are no prize winner(s) or winner(s) for this Promotion cannot be found, this information will be published at https://www.diageopromotions.com.au.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("**Promotional Period**"). Where applicable, entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "**Immediate family member**" 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.
5. All reasonable attempts will be made to contact the winner.
6. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize.
7. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes where applicable (inclusive of GST) at the date of publication. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
11. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
12. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
13. Entrants' personal information will be collected by the Promoter directly or through the Promoter's agents or contractors. Personal information will be stored on the Promoter's database. The Promoter collects personal information about entrants to run this Promotion and may disclose entrants' personal information to its related entities and to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. By entering, entrants consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate

primarily to the conduct of this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter's Privacy Policy (see <https://www.diageoprivacycentre.com/en-au>) includes information about: (a) how an entrant can seek access to the personal information the Promoter holds about them and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.

14. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision, acting reasonably, will be final.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
20. Unless otherwise specified, a prize is a single event for the winner (and where relevant their companion(s)) and cannot be separated into individual events or components.
21. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.