ONP - Win a Limited Edition SMICE Fridge Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	ONP - Win a Limited Edition SMICE Fridge 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:** open of business on 05/10/26 **End time/date:** close of business on 30/11/26
Eligible entrants:	Entry is only open to Australian 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) purchase any ready-to-drink Smirnoff product (listed below) ("**Participating Products**") from any venue displaying advertising for this Promotion ("**Participating Venues**"). Entrants will receive an entry form at the time of purchase, while stocks last; and b) complete the entry form for the Promotion with their personal details (first name, last name, email address and phone number) and then submit it in the entry box at the Participating Venue. **Participating Products**: Smirnoff Ice Original Can, Smirnoff Ice Original Bottle, Smirnoff Crush Passionfruit and Guava, Smirnoff Crush Mango and Peach, Smirnoff Ice Double Black, Smirnoff Ice Guarana and Smirnoff Seltzer range.
Entries permitted:	Multiple entries permitted subject to the following: a) maximum of one (1) entry permitted per qualifying transaction; b) limit one (1) entry permitted per person per day; and c) each entry must be completed separately and in accordance with the entry instructions above.
Winner Determination:	Draw: ● The draw will take place at each Participating Venue at 12:00 pm AEDT on 10/12/26 (using barrel draw). ● The first valid entry drawn from each Participating Venue 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 per Participating Venue:	AUD$300.00

Prize Description	Number of this prize	Value (per prize)
The prize is a limited-edition Smirnoff Ice Can Fridge.	1 per Participating Venue	AUD$300.00

Winner notification:	The winner will be contacted via phone and email and published at the Participating Venue by 17/12/26.

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Unclaimed Prizes:	Prize must be claimed by 12:00 pm AEDT on 11/01/27. 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 12/01/27. The winners of the unclaimed prize draw will be contacted via phone and email and published at the Participating Venue by 19/01/27. 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 the Participating Venue.

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 Participating Venues, 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 each winner.
6. If any 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. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
8. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at liquorandgaming.nsw.gov.au. Entry and continued participation in this Promotion is subject to the Participating Venue's liquor serving policy.
9. 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.
10. 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.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. 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.
13. No entry fee is charged by the Promoter to enter the Promotion.

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14. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. 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.
15. 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.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
17. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
18. 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.
19. 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).
20. 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.
21. 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.
22. 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.
23. 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).

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24. The winners 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.
25. 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.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. A Participating Venue will not offer this Promotion as an inducement directed at encouraging patrons to gamble and/or consume alcohol in line with relevant State gambling and liquor authorities.

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