

CAPTAIN MORGAN SPLENDOUR IN THE GRASS TICKET GIVEAWAY PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. 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.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant'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 entry 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.
5. Incomplete, indecipherable, or illegible entries will be deemed invalid.
6. Only one (1) entry is permitted per person.
7. 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.
8. Promotion commences on 01/07/22 and entries close 11:59pm AEST on 08/07/22 ("Promotional Period").
9. To enter, entrants must, during the Promotional Period:
 - a. Locate the Instagram Reel or Instagram story published by David Subritzky promoting this competition; and
 - b. Leave a comment in the Comments section under the Instagram Reel post or in the Story Box on the Instagram Story with answer the question "Tell me your favourite song, and why".

Entrants must ensure their Instagram profile is set to "public" so that they can be contacted in the event they are a winner.

10. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the question. The judging will take place at Herd MSL, 21 Harris St, Pymont NSW 2009 on 04/07/22.

11. The judges reserve the right to select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
12. Winner will be notified by Instagram direct message.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The best valid entry, as determined by the judges, will win 2 x 3 Day VIP Gold Tickets to Splendour in the Grass running from 22-24 July 2022, together valued at \$1,198.
15. Prize is subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
16. Prize consists of tickets only. Winner and guests will be responsible for their own travel to and from Splendour in the Grass 2022 and any ancillary costs, as well as supplying their own camping equipment as necessary.
17. If for any reason the winner does not redeem an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
18. If the prize (or part of the 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.
19. Total prize pool value is \$1,198.
20. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. By submitting any materials via the Promotion including comments, recordings and images ("**Content**"), each entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Each entrant agrees not to assert any moral rights in relation to such use and warrants that they have the full authority to grant these rights.
22. Each entrant agrees that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Each entrant warrants and agrees that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in the Content; (c) they will obtain full

prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

23. Without limiting any other terms herein, each entrant indemnifies the Promoter for any breach of the above terms.
24. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Nothing in these Terms and Conditions limit, exclude or modify 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.
27. 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) if Splendour in the Grass 2022 is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by any winner or entrant; or (g) use of a prize.
28. 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.

29. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use, which can be found at <http://help.instagram.com>.
30. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
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.
- 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. The prize is subject to the Event venue and ticket/pass terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
32. The Promoter is Diageo Australia Limited of 162 Blues Point Road, McMahon's Point, NSW, 2060, Ph: 1800 789 344. A.B.N. 33 004 167 720.