

**“TANQUERAY AO ON PACK” 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. All prize values stated in these Terms and Conditions are inclusive of GST where applicable, and expressed in AUD, unless specified otherwise.
2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating retailers and venues and agencies associated with this promotion are ineligible to enter and/or 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. The promotion will be conducted in participating Off-premise Licensed Retailers nationally between 01/11/2023 and 11:59pm AEDST on 31/01/2024, or once 405,201 entries are received, whichever is first to occur ("Promotional Period"). Entries for the Australian Open VIP experience prize close at 11:59pm AEDST on 05/01/2024.
4. A **'Participating Off-premise Licensed Retailer'** is any retailer nationally that displays advertising for this promotion.
5. To be eligible to enter, individuals must spend \$20 or more, in a single transaction, on any Tanqueray product/s from a Participating Off-premise Licensed Retailer during the Promotional Period ("Qualifying Purchase"). If a purchase receipt is not automatically handed to the individual by a member of staff, it is their responsibility to request one.
6. To enter, individuals must then scan the QR code located on the Participating Product or visit tanqueray.com/australianopen, follow the prompts to the promotion entry page, input the requested details including a copy of their purchase receipt and submit the fully completed entry form during the Promotional Period. Subject to verification, entrants will be immediately notified upon submitting their entry whether they are a provisional winner or not.
7. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of 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 the store of purchase and that the purchase was made during the promotional period but prior to entry.
8. 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.

9. Incomplete or indecipherable entries will be deemed invalid.
10. Multiple entries permitted, subject to the following: (a) one (1) entry permitted per Qualifying Purchase regardless of the amount spent in excess of \$20 in that transaction; (b) only one (1) entry permitted per person per day; and (c) each entry must be submitted separately and in accordance with entry requirements.
11. 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.
12. Instant winners will be immediately notified online and their names will be published online at www.diageopromotions.com on 08/01/2024 for Australian Open VIP experience prize winners and 06/02/2024 for all other winners.
13. The Promoter's decision is final and no correspondence will be entered into.
14. One (1) in three (3) will win a prize for this promotion. Instant win prizes:
 - 4 x VIP Australian Open 2024 packages for two (2) adults valued at up to AUD \$4,000.00 depending on the date and point of departure, including:
 - Two (2) Australian Open tickets to Rod Laver Arena on 20th January 2024;
 - Australian Open VIP dining;
 - Rod Laver Arena Australian Open Fan Walk;
 - Two (2) return economy airfares from winner's nearest capital city to Melbourne, VIC (only included if the winner resides more than 300km from Melbourne CBD); and
 - One (1) night twin share minimum 4-star accommodation for two (2) adults.
 - 200 x AUD \$50 Australian Open Shop Voucher
 - 2,000 x AUD \$50 Digital Vault-Pays enabled Prepaid Digital Mastercard®
 - 5,500 x AUD \$20 Digital Vault-Pays enabled Prepaid Digital Mastercard
 - 35,000 x AUD \$10 Digital Vault-Pays enabled Prepaid Digital Mastercard
 - 92,363 x AUD \$5 Digital Vault-Pays enabled Prepaid Digital Mastercard

Prize to be taken/redeemed at/by the time stipulated by the Promoter.

15. Spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Australian Open 2024 event and is subject to booking and flight availability. Winners may be required to present their credit card at time of accommodation check in. Prize is subject to the standard terms and conditions of individual prize and service providers. The VIP Australian Open 2024 packages and Australian Open Shop Voucher are subject to the Australian Open conditions of sale and entry, as updated from time to time and currently available at <https://www.tennis.com.au/doc/ao24-ticket-conditions-of-sale-and-entry>. Winners and his/her/their companion/s must depart from and return to the same departure point and travel together. Redemption of the Australian Open Shop Voucher is subject to any terms and conditions of the issuer including those specified on the Australian Open Shop Voucher.

16. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
17. 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. Redemption of the Digital Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Mastercard.
18. If for any reason a winner does not take / redeem a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
19. If any prize (or 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 to the equal value and/or specification, subject to the directions of any regulatory authority.
20. Total prize pool value is up to AUD \$1,047,815.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed or unwon Australian Open VIP experience prizes may take place on 15/01/2024 and a draw for any other instant prizes that are won but remain unclaimed will take place on 04/03/2024, at 1:00pm AEST at Anisimoff Legal, G13, 3 Amy Close, North Wyong NSW 2259, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within two (2) business days of the draw and their names will be published online at www.diageopromotions.com on 16/01/2024 (for the Australian Open VIP experience prize winners) and 08/03/2024 (for all other winners).
23. Quality control errors will not invalidate an otherwise valid prize claim.
24. 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. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
25. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au.

26. 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.
27. 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, subject to any written directions from any regulatory authority.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
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 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.
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) if the Australian Open match is cancelled, postponed or delayed for any reason beyond the control of the Promoter; (f) any tax liability incurred by any winner or entrant; or (g) use of 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. 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 the winner is to claim the prize and establish his/her entitlement to it.
33. The Promoter is Diageo Australia Limited of Level 7, 99 Macquarie Street, Sydney NSW 2000, ABN 33 004 167 720.

NSW Authority No. TP/00104, ACT Permit No. TP23/00899, SA Permit No. T23/702