

## CAPTAIN MORGAN ICE BUCKET PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and about 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, participating Bottlemart and SipNSave retailers 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 1<sup>st</sup> cousin.
3. The promotion will be conducted in participating Bottlemart and SipNSave retailers nationally between 2/11/22 and 11:59pm AEDST on 15/11/22 ("Promotional Period").
4. **How to enter:** To enter the promotion, entrants must, during the Promotional Period:
  - A) Spend \$25 or more on any Captain Morgan product at any participating Bottlemart or SipNSave retailer ("Qualifying Transaction") and retain their purchase receipt; and
  - B) Visit [www.bottlemart.com](http://www.bottlemart.com) or [www.sipnsave.com](http://www.sipnsave.com) (depending on where the Qualifying Transaction was made), locate the entry form, complete all requested details and submit the entry form.
5. 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.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) limit of one (1) entry per Qualifying Transaction (regardless of how much was spent on Captain Morgan products in excess of \$250 in the Qualifying Transaction); (b) limit of one (1) entry per person per day; and (c) each entry must be submitted separately and in accordance with the entry requirements.
8. Entrants must retain their original purchase receipt(s), or a copy of the same, 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 that a Qualifying Transaction was made during the Promotional Period but prior to entry.
9. The draw will take place at Anisimoff Legal, Suite 5, 210 The Central Coast Highway, Erina NSW 2250 at 10:00am AEDST on 22/11/22. Winners will be notified via email and their names will be published on 24/11/22 at <http://www.diageopromotions.com.au>.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first two hundred (200) valid entries drawn will each win a Captain Morgan branded Ice Bucket valued at \$36.
12. The total prize pool value for this promotion is \$7,200.

13. 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](http://www.drinkwise.org.au) to get the facts on standard drinks and responsible drinking.
14. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Prizes are not transferable or exchangeable and cannot be taken as cash unless specified otherwise.
17. A draw for any prizes won, but unclaimed, will take place at the same time and place as the original draw on 22/02/23, subject to any written directions from any regulatory authority. Winner, if any, will be notified by email and their names will be published on 24/02/23 at <http://www.diageopromotions.com.au>.
18. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate, subject to any written directions from any regulatory authority.
20. 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.
21. 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) any tax liability incurred by any winner or entrant; or (f) use of a prize.
22. 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.

23. 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.
24. The Promoter is Diageo Australia Limited of 162 Blues Point Road, McMahons Point, NSW, 2060, ABN 33 004 167 720. Consumer enquiries may be directed to 1800 789 344.

**ACT Permit No. TP22/ 01740**

**SA Permit No. T22/ 1410**