

“SMIRNOFF WIN A SPEAKER” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the 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 who are Liquor Legends members.
3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) and agencies associated with this promotion are ineligible to enter. 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. Entries into the promotion open on 23/10/2024 and close at 11:59pm AEDT on 19/11/2024 (“**Promotional Period**”).
5. A “**Participating Store**” is any Liquor Legends store nationally, including online at <https://liquorlegends.com.au/>) that advertises the promotion and stocks the Eligible Product (defined below) during the Promotional Period.
6. To enter, individuals must spend \$30 or more, in a single transaction, on any Smirnoff product/s (“**Eligible Product**”) at a Participating Store during the Promotional Period and scan their Liquor Legends membership card or input their membership details online as applicable (“**Qualifying Transaction**”).
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the amount spent in excess of \$30 in the Qualifying Transaction; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only one (1) entry permitted per person per day.
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 may 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. 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.
11. The draw will take place at 3 Amy Close, Wyong NSW 2259 on 03/12/2024 at 1:00pm AEDT in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by phone and email within two (2) business days of

the draw and their first initials, surnames and postcodes will be published at <https://www.diageopromotions.com.au/> on 10/12/2024.

12. The Promoter's decision is final and no correspondence will be entered into.
13. The first five (5) valid entries drawn will each win a Bang & Olufsen Beosound A5 portable speaker valued at \$2,550.
14. 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.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
16. If 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$12,750.
18. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. A draw for any unclaimed prizes may take place on 13/01/2025 at the same time and place as the original draw, 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 first initials, surnames and postcodes will be published at <https://www.diageopromotions.com.au/> on 15/01/2025.
20. 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.
21. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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 States 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.

24. 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 a winner or entrant; or (f) use of the prize.
25. 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 <https://www.diageopromotions.com.au/privacy-policy>. 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, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), 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.
26. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of Level 7/99 Macquarie St, Sydney NSW 2000, telephone (02) 7227 8880.

NSW Authority TP/ 00104. ACT Permit No. TP24/ 01711. SA Permit No. T24/ 1326.

ABRIDGED TERMS AND CONDITIONS

"T&Cs apply, see <https://www.diageopromotions.com.au/>. Open to AU res 18+ who are Liquor Legends members. Ends: 11:59pm AEDT 19/11/24. Max 1 entry p/transaction & 1 entry p/day. Draw: 3 Amy Close, Wyong NSW 2259 on 3/12/24 at 1pm AEDT. Prizes: 5 x Bang & Olufsen Beosound A5 portable speaker valued at \$2,550. Winners published at <https://www.diageopromotions.com.au/> on 10/12/24.
NSW Authority: TP/00104. Permits: ACT TP24/ 01711, SA T24/ 1326."