

Smirnoff Win A JBL Partybox Speaker Promotion Terms & Conditions ("Conditions of Entry")

Schedule									
Promotion:	Smirnoff Win A JBL Partybox Speaker Promotion								
Promoter:	Diageo Australia Limited ABN 33 004 167 720, Level 7, 99 Maquarie Street, Sydney, NSW 2000, Australia. Ph: 02 7227 8880 For any enquiries regarding this Promotion, please contact the Promoter at Diageo.Australia.Customer.Service.Centre@diageo.com or on 02 7227 8880								
Promotional Period:	Start date: 17/03/25 at 09:00 am AEDT End date: 18/04/25 at close of business								
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.								
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) spend at least \$30 on any Smirnoff product from any participating stores displaying promotional material ("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, phone number, full address and signature), and then submit it along with their proof of purchase (original receipt) in the entry box in the Participating Venue.								
Entries permitted:	Multiple entries permitted subject to the following: a) limit 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.								
Total Prize Pool per Participating Venue:	AUD \$349.95								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 25%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 25%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>The prize is a JBL Partybox Encore Essential Portable Speaker.</td> <td style="text-align: center;">1 per Participating Venue</td> <td style="text-align: center;">AUD\$349.95</td> <td style="text-align: center;">Draw: barrel draw - 25/04/25 at 12:00 pm AEST</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize is a JBL Partybox Encore Essential Portable Speaker.	1 per Participating Venue	AUD\$349.95	Draw: barrel draw - 25/04/25 at 12:00 pm AEST
Prize Description	Number of this prize	Value (per prize)	Winning Method						
The prize is a JBL Partybox Encore Essential Portable Speaker.	1 per Participating Venue	AUD\$349.95	Draw: barrel draw - 25/04/25 at 12:00 pm AEST						
Winner notification:	The winners will be contacted by email and phone within seven (7) days of the draw. The winners will be published at each corresponding Participating Venue by 02/05/25.								
Unclaimed Prizes:	Prizes must be claimed by 26/05/25 at 12:00 pm AEST. In the event of an unclaimed prize from a Participating Venue, the prize will be redrawn on 27/05/25 at 12:00 pm AEST at the same Participating Venue. The winner of the redraw will be notified by email and phone within seven (7) days of the redraw. The winner will be notified publicly (and their details published) at the corresponding Participating Venue by 03/06/25.								

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and 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"). 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 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. Draw:

- a) A separate draw will take place at each Participating Venue at 12:00 pm AEST on 25/04/25 using barrel draw.
 - i) The first valid entry drawn from each Participating Venue will win the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) 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.
6. All reasonable attempts will be made to contact each winner.
 7. 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, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 10. 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, subject to any written directions of a regulatory authority.
 11. No entry fee is charged by the Promoter to enter the Promotion.
 12. 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.
 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 to get the facts on standard drinks and responsible drinking.
 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at https://www.diageoprivacycentre.com/en-au?pp=https%3A%2F%2Ffooter.diageohorizon.com%2Fdfs%2Fassets%2Fwww.diageopromotions.com.au%2FPrivacyPolicy_ae.html%3Flocale%3Dae-au. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
 15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
 16. 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.
 17. 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.
 18. 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).

19. 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.
20. 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.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that 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 will be final.
22. 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 wilful 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).
23. 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.
24. 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.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.