

“BWS SMIRNOFF” 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 who hold a valid Australian driver licence free of any suspensions.
3. Employees (and their immediate families) of the Promoter, participating 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 1st cousin.
4. Entries into the promotion open on 01/04/24 and close at 11:59pm AEST on 26/04/24 ("Promotional Period").
5. To be eligible to enter, individuals must, in a single transaction, spend \$30 or more on any Smirnoff products at any BWS retailer nationally during the Promotional Period.
6. To enter, individuals must then visit <https://bws.com.au/win/smirnoff>, follow the prompts to the promotion entry page, input the requested details, upload a copy of their purchase receipt and submit the fully completed entry form during the Promotional Period.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per transaction, regardless of the amount spent in excess of \$30 in that transaction; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry per person per day is permitted.
8. Entrants must retain a copy of their 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.
9. 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.
10. Incomplete or indecipherable entries will be deemed invalid.
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. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 on 01/05/24 at 11:30am AEST, in the presence of an independent scrutineer.
13. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
14. The winner will be notified by email within two (2) business days of the draw and their name will be published on www.diageopromotions.com.au on 03/05/24.

15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win that entrant ("**Participant**") the opportunity to play a contingency game ("**the Game**") for the chance to win a Retro RV Bay Window (1968-1979) 2 Berth 'Built to Order' Recreational Vehicle with automatic transmission valued at up to \$141,020 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State) (**the "Major Prize"**).
 - a. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from their nearest Retro RV location, a list of which can be located at <https://www.retrorv.com/collections/locations>.
 - b. The Retro RV is genuinely retro and has been pre-loved so will have the markings of a pre-loved vehicle. It has been restored by Retro RV and the engine comes with 6 months warranty. Some service manual conditions apply. Contact <https://www.retrorv.com/pages/enquire-now> for further details.
 - c. If the winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the winner may assign the vehicle to another person aged 18 years or over (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the vehicle is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
17. The Game will take place at 11 Moore St, Rozelle NSW 2039 on 06/05/24 at 11am AEST. The Participant will participate in the Game via video call whereby they will select a number between 1 and 30 (inclusive) and a representative of the Promoter will select the game piece bearing that number on their behalf. In the event that the Promoter has not been able to contact the Participant before the start of the Game, a representative of the Promoter will play the Game on the Participant's behalf.
18. There will be thirty (30) numbered game pieces on display at the start of the Game. One (1) game piece will contain a promotional message representing the Major Prize. The other twenty-nine (29) game pieces will each contain a promotional message representing the consolation prize. The Participant/representative ("**Attendee**") must choose only one (1) game piece without touching, handling or interfering in any way with any of the other game pieces on display. If the Attendee is found to have breached this condition, he/she will be disqualified. If the Attendee selects the game piece containing the promotional message representing the Major Prize, then, subject to verification by the judges, the drawn Participant will win the Major Prize. If the Attendee selects a game piece containing a promotional message representing the consolation prize, then the Major Prize will not be given away and, subject to verification by the judges, the drawn Participant will win AU\$20,000 to be deposited into the Participant's nominated Australian bank account by electronic funds transfer (EFT).
19. The drawn Participant's odds of winning the prize, are 1 in 30. The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the Major Prize, and will depend upon the number of entries received.
20. 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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.

21. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
22. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is up to AU\$141,020.
24. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. 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.
26. A draw for the prize, if unclaimed may take place on 05/06/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by email within two (2) business days of the draw and their name will be published on www.diageopromotions.com.au on 11/06/24.
27. 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.
28. 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.
29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. 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.
31. 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 / taking of the prize.

32. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
33. 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 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.
34. The Promoter is Diageo Australia Limited of Level 7, 99 Macquarie Street, Sydney NSW 2000, ABN 33 004 167 720. Consumer enquiries may be directed to 1800 789 344.

NSW Authority TP/00104. ACT Permit No. TP24/00377.1. SA Permit No. T24/294.