

“FIELD & ON PREMISE SMIRNOFF SITG” 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 can attend the Splendour in the Grass 2024 Festival in NSW.
3. Employees (and their immediate families) of the Promoter, Participating Venue (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 04/03/2024 and close at 11:59pm AEST on 05/04/2024 (“**Promotional Period**”).
5. A “**Participating Off-premise Licensed Retailer**” and “**Participating On-premise Licensed Venue**” is any such retailer or venue that displays advertising for this promotion.
6. To be eligible to enter, eligible individuals must, during the Promotional Period, either:
 - A) **Off-Premise:** Spend, in a single transaction, \$25 or more on any Smirnoff product at any Participating Off-premise Licensed Retailer and obtain a receipt of purchase;
 - OR
 - B) **On-Premise:** Purchase any two (2) Smirnoff drinks, in a single transaction at any Participating On-premise Licensed Venue and obtain a game card containing a unique code;(each a “**Qualifying Purchase**”). It is the responsibility of each entrant to ensure a purchase receipt or game card (as applicable) is provided to them if one is not provided at the time of the Qualifying Purchase.
7. To enter, individuals must then visit <https://www.smirnoff.com/en-row/turnupsitgvip>, follow the prompts to the promotion entry page, input the requested details including name, phone number, email address, date of birth, state, the unique code or purchase receipt as applicable, and submit the fully completed entry form during the Promotional Period.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase regardless of the number of eligible products purchased in excess of two (2) or the amount spent in excess of \$25, as applicable, in the Qualifying Purchase; (b) a limit of one (1) entry per person per day; (c) each entry must be submitted separately and in accordance with entry requirements; (d) the same unique code cannot be used more than once; and (e) unrecognised codes will be deemed invalid.
9. Only one (1) prize is permitted per person (excluding SA residents).
10. Entrants must retain a copy of their purchase receipt(s) or game cards (as applicable) for all entries as proof of a Qualifying Purchase. Failure to produce the proof of Qualifying 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 Purchase was made during the Promotional Period but prior to entry.

11. 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.
12. Incomplete or indecipherable entries will be deemed invalid.
13. 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.
14. Entries will be divided into two (2) groups (one for On-premise and one for Off-premise) for a total of five (5) draws under each group. The draws will take place at 3 Amy Close, Wyong NSW 2259 on 12/04/2024 at 1:00pm AEST. 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 email and phone within two (2) business days of the draw. Winners will be published in www.diageopromotion.com on 18/04/2024.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first five (5) valid entries drawn from each group will each win two (2) x VIP Village Splendour in the Grass Tickets valued at up to \$650 each, valid for three (3) days (exact dates to be specified by the Promoter at a later date) including camping passes valued at up to \$185 each (total value of each prize is \$1,670). Prize includes entry tickets and camping passes only. For the avoidance of doubt, travel and camping equipment are not included. Winners are responsible for arranging their own travel to and from the festival as well as any accommodation required to attend the festival.
17. 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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. 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.
20. The VIP Village Splendour in the Grass ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
21. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, 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.
22. Total prize pool value is up to \$16,700.

23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. A draw for any unclaimed prizes may take place on 14/05/2024 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 names will be published online at www.diageopromotion.com on 17/05/2024.
25. 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.
26. 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.
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. 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.
29. 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 Splendour in the Grass event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use / taking of the prize.
30. 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.

31. The Promoter is Diageo Australia (ABN 33 004 167 720) of 99 Macquarie Street, Sydney, NSW 2000, telephone (02) 9126 7000.

NSW Authority No. TP/ 00104

ACT Permit No. TP23/ 02671

SA Permit No. T23/ 2058

ABRIDGED TERMS AND CONDITIONS

"T&Cs apply, see <https://www.diageopromotions.com.au/brand/smirnoff>. AU res 18+ who can attend Splendour in the Grass 2024 in NSW. Ends: 11:59pm AEST 5/4/24. Purchase/spend must be in a single transaction. Max 1 entry p/transaction & 1 entry p/day. 1 prize p/person (excl SA). Retain promotional entry card/s or receipt/s as applicable. Draw: 3 Amy Cl, Wyong NSW 2259 on 12/4/24 at 1pm AEST. 10 x Prizes (5 p/group): 2 x VIP Village Splendour in the Grass 3-day Tickets valued up to \$650 ea. + camping passes (travel and camping gear not included) valued up to \$185 ea. Winners published at www.diageopromotion.com on 18/4/24.

NSW Authority: TP/00104. Permits: ACT TP23/02671 SA T23/ 2058."