

## “COLES SMIRNOFF SITG” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) 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 travel to and attend Splendour in the Grass 2024 in NSW.
3. Employees (and their immediate families) of the Promoter, Participating Stores 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 01/03/2024 and close at 11:59pm AEDST on 31/03/2024 (“**Promotional Period**”).
5. A “**Participating Store**” is any Liquorland store nationally that advertises the promotion and stocks the Eligible Product (defined below) during the Promotional Period.
6. To be eligible to enter, individuals must spend \$15 or more in a single transaction on any Smirnoff product (“**Eligible Product**”) at a Participating Store during the Promotional Period (“**Qualifying Transaction**”).
7. To enter, individuals must then visit <https://www.smirnoff.com/en-row/turnupsitgcoles> or scan the QR code in store, follow the prompts to the promotion entry page, input the requested details including name, phone number, email address, date of birth, state, upload their receipt 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 Transaction regardless of the amount spent on Eligible Products in excess of \$15 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.
9. Only one (1) prize is permitted per person (excluding SA residents).
10. 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.
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. The draw will take place at 3 Amy Close, Wyong NSW 2259 on 10/04/2024 at 1:00pm AEST 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 email and phone within two (2) business days of the draw. Winners will be published at [www.diageopromotions.com](http://www.diageopromotions.com) on 15/04/2024.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first three (3) valid entries drawn will win a trip for four (4) adults to North Byron Parklands, NSW for the Splendour in the Grass festival on 18/07/2024 until 23/07/2024 valued at up to \$13,090 (per winning entry). Prize includes:
  - 4 x return economy airfares from winner's nearest capital city to Ballina Byron Gateway Airport. If a winner resides within a 100km radius of North Byron Parklands, NSW, the airfare component of the prize will be forfeited and not redeemable for cash.
  - Transfers to and from the airport and festival grounds at North Byron Parklands, NSW.
  - 5 x nights in a standard two (2) bedroom villa (or similar) at Elements of Byron (room only – no breakfast)
  - 4 x 3-day VIP Village tickets for Splendour in the Grass valued at up to \$650 each;
  - Personal concierge for acquiring food/beverages and coat room for one (1) day only (either day 1, 2 or 3 of the festival); and
  - Food and drinks to the value of \$500 on assigned day of the festival.

Spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be claimed by 11:59pm AEST on 13/05/2024 and taken to coincide with the Splendour in the Grass 2024 festival and is subject to booking and flight availability.

17. Winners and their companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers.
18. 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.
19. 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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.

20. 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.
21. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
22. The VIP Village tickets for Splendour in the Grass 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 their companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
23. Total prize pool value is up to \$39,270.
24. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. 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 at [www.diageopromotions.com](http://www.diageopromotions.com) on 17/05/2024.
26. 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.
27. 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.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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.

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

**NSW Authority TP/00104. ACT Permit No. TP23/00116. SA Permit No. T23/106**

### **ABRIDGED TERMS AND CONDITIONS**

"T&Cs apply, see <https://au.smirnoff.com/coles-splendour>. AU res 18+ who can travel to and attend the prize. Ends: 11:59pm AEST 31/3/24. Spend must be in a single transaction. Max 1 entry p/transaction & 1 entry p/day. 1 prize p/person (excl SA). Retain receipt/s. Draw: 3 Amy CI, Wyong NSW 2259 on 10/4/24 at 1pm AEST. 3 x Prizes: Trip for 4 adults to North Byron Bay Parklands, NSW for Splendour in the Grass 2024 valued up to \$13,090 (per winning entry) including VIP tickets + accommodation. Winners published at [www.diageopromotions.com](http://www.diageopromotions.com) on 15/4/24. **NSW Authority: TP/00104. Permits: ACT TP23/00116; SA T23/106.**"