

“SMIRNOFF FUTURE FRESH” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and 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 25 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. 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. 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 will 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.
5. Incomplete, inaudible or indecipherable entries will be deemed invalid.
6. Multiple entries permitted, subject to the following: (a) each entry must be unique; (b) each entry must be submitted separately and in accordance with entry requirements.
7. 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.
8. Promotion commences at 09.00am AEDST on 05/03/24 and entries close 11:59pm AEDST on 24/03/24 (“Promotional Period”).
9. To enter, entrants must, during the Promotional Period, send a direct message to the Smirnoff Instagram and/or Facebook account with a link to a music track that they have created themselves or in a group (“Band”). Any entrant that enters on behalf of a Band must have the consent of all other members of the Band to enter. All members of a Band must be aged 25 years or older for the Band to be eligible. Entrants must also confirm that they (and their Band, if applicable) are available to play a 45-minute live music set of their own music, covers, or a DJ set, if selected as the winner.
10. This is a game of skill and chance plays no part in the determination of winner. Entries will be individually judged based on the music in the link provided.
11. The judging will take place at Level 7, 99 Macquarie St, Sydney, NSW, 2000 on 25/03/24 from 5pm AEDST. The Promoter reserves the right to select additional reserve entries that they deem

to be the next best and record them in order of merit in case of an invalid entry or ineligible entrant.

12. Judging panel will consist of representatives of the Promoter, as well as specific artists who will select entrants to be their opening acts at their respective performances detailed below. There will be three (3) artists on the judging panel as follows: Young Franco, Mallrat, and Genesis Owusu.
13. Winners will be notified by Instagram and/or Facebook direct message message (depending on channel used for entry) and will be announced publicly on the Smirnoff Instagram Page.
14. The judges' decision is final and no correspondence will be entered into.
15. The two (2) best valid entries, as determined by the Young Franco judging panel, will each win the opportunity for themselves (and their Band, if applicable) to play a 45-minute live music set as an opening act for Young Franco at the Smirnoff Future Fresh event to be held at The Metro Theatre, 624 George Street, Sydney, NSW 2000 on a date to be determined by the Promoter. Prize will include an individually negotiated performance fee to be paid to the winner. Winner will be responsible for organising their own travel to and from the winner's nearest capital city to Sydney including transporting the winner's equipment.
16. The two (2) best valid entries, as determined by the Mallrat judging panel, will each win the opportunity for themselves (and their Band, if applicable) to play a 45-minute live music set as an opening act for Mallrat at the Smirnoff Future Fresh event to be held at The Triffid, 7/9 Stratton St, Newstead QLD 4006 on a date to be determined by the Promoter. Prize will include an individually negotiated performance fee to be paid to the winner. Winner will be responsible for organising their own travel to and from the winner's nearest capital city to Brisbane including transporting the winner's equipment.
17. The two (2) best valid entries, as determined by the Genesis Owusu judging panel, will each win the opportunity for themselves (and their Band, if applicable) to play a 45-minute live music set as an opening act for Genesis Owusu at the Smirnoff Future Fresh event to be held at 170 Russel Street, Melbourne, VIC 3000 on a date to be determined by the Promoter. Prize will include an individually negotiated performance fee to be paid to the winner. Winner will be responsible for organising their own travel to and from the winner's nearest capital city to Melbourne including transporting the winner's equipment.
18. Each winner will also be awarded the opportunity to perform on the Mix Up Stage at the Splendour in the Grass 2024 on 18/06/24. This prize will also include a further individually negotiated performance fee to be paid to each winner, travel to and from the winner's nearest capital city to Gold Coast, GLQ (if required) for the winner (and their Band, if applicable) including an allowance for the winner's equipment and 1 nights accommodation, as determined by the Promoter.
19. Each winner will also have the opportunity to attend a Mentor Workshop at a time, date and location to be determined by the Promoter.
20. Winner (and their Band, if applicable) must supply their own equipment and instruments as required to perform any live music set.

21. As a condition of accepting the prize, the winner (and members of their Band, if applicable), must sign any legal documentation required by the Promoter, in the form provided by the Promoter or its agency, Example, in their absolute discretion, including, but not limited to, a talent release form. Further, each winner (and their Band, as applicable) agrees that the Promoter may document their participation at each event, and the Promoter may produce professional advertising content to promote each winner's music and their prize participation, which will be shared across Smirnoff Australia social media channels.
22. If for any reason the winner does not redeem an element of a prize at the time stipulated by the Promoter, then that prize or that element of the prize will be forfeited.
23. If any prize (or part of 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 to the equal value and/or specification.
24. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. By submitting any materials via the Promotion including comments, recordings and images ("**Content**"), each entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Each entrant agrees not to assert any moral rights in relation to such use and warrants that they have the full authority to grant these rights.
26. Each entrant agrees that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Each entrant warrants and agrees that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in the Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
27. Without limiting any other terms herein, each entrant indemnifies the Promoter for any breach of the above terms.
28. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied

by the Promoter. This includes any footage or imagery captured during the winner's (or winner's Band's) performance at any Smirnoff Future Fresh event or Splendour in the Grass 2024.

29. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
30. Nothing in these Terms and Conditions limit, exclude or modify 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 State 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; (f) if any Smirnoff Origins event or Splendour In The Grass 2024, or any individual artist performance at the same, is cancelled, postponed, delayed or changed for any reason beyond the Promoter's control; or (g) use of a prize.
32. Diageo encourages consumers to enjoy drinking its products responsibly. Legal aged consumers are advised to visit www.drinkwise.org.au to get the facts on standard drinks and responsible drinking.
33. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Instagram Terms of Use, which can be found at <http://help.instagram.com>, or the Facebook Community Standards, which can be found at <https://transparency.fb.com/en-gb/policies/community-standards/>.
34. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Entrants understand that they are providing their information to the Promoter and not to Instagram or Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram or Facebook. Neither Instagram nor Facebook will be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

35. 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 <http://diageopromotions.com.au/privacy#cookies>. 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.
36. Entrants grant the Promoter permission to communicate with them by email and/or SMS in order to provide details of the prize and/or instructions as to how a winner is to claim the prize and establish his/her entitlement to it.
37. The Promoter is Diageo Australia Limited of Level 7, 99 Macquarie Street, Sydney, 2000. A.B.N. 33 004 167 720.