

Smirnoff Troye Sivan Promotion Terms & Conditions ("Conditions of Entry")

Schedule															
Promotion:	Smirnoff Troye Sivan Promotion														
Promoter:	Diageo Australia Limited ABN 33 004 167 720, 7/99 Macquarie Street, Sydney NSW 2000, Australia. Ph: 02 7227 8880 For any inquiries regarding this Promotion, please contact the Promoter at CE.Australia@diageo.com or on (02) 7227 8880														
Promotional Period:	Start date: 01/10/24 at 09:00 am AEST End date: 31/10/24 at 11:59 pm AEDT														
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.														
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) spend at least \$30 in one (1) transaction on any Smirnoff product from any stores displaying promotional material (including online) ("Participating Venues"); and</p> <p>b) visit au.smirnoff.com/troye-sivan-win, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address and mobile number), an uploaded picture of the receipt for the spend requirement and select their preferred Troye Sivan show to attend.</p> <p>Proof of purchase: The entrant must retain proof of purchase. The proof of purchase required is a copied receipt of the spend requirement.</p>														
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <p>a) limit one (1) entry per qualifying transaction;</p> <p>b) limit one (1) entry per person per day;</p> <p>c) max one (1) prize per person (excludes SA); and</p> <p>d) by completing the entry method, the entrant will receive one (1) entry.</p>														
Total Prize Pool:	AUD \$24,502.00														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 45%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 20%;">Value (per prize)</th> <th style="width: 20%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> <p>Major Prize: The prize is a Troye Sivan Melbourne experience for the winner and a friend consisting of the following:</p> <ul style="list-style-type: none"> return economy class flights for 2 people from the winner's nearest capital city to Melbourne, VIC (departing on 20/11/24 and returning on 22/11/24) (only provided if the winner does not reside in Victoria); 2 nights' twin share accommodation at a minimum four (4) star hotel for 2 people; 2 tickets to the Troye Sivan concert at the Sidney Myer Music Bowl on 21/11/24; 2 entries to the VIP afterparty experience with Troye; and \$1,000 spending money. </td> <td align="center">1</td> <td>Up to AUD\$14,502.00 depending on date and exact point of departure</td> <td>Draw: computerised random selection - 07/11/24 at 02:00 pm AEDT</td> </tr> <tr> <td> <p>Minor Prize: The prize is 2 tickets to the Troye Sivan</p> </td> <td align="center">10</td> <td>AUD\$1,000.00</td> <td></td> </tr> </tbody> </table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	<p>Major Prize: The prize is a Troye Sivan Melbourne experience for the winner and a friend consisting of the following:</p> <ul style="list-style-type: none"> return economy class flights for 2 people from the winner's nearest capital city to Melbourne, VIC (departing on 20/11/24 and returning on 22/11/24) (only provided if the winner does not reside in Victoria); 2 nights' twin share accommodation at a minimum four (4) star hotel for 2 people; 2 tickets to the Troye Sivan concert at the Sidney Myer Music Bowl on 21/11/24; 2 entries to the VIP afterparty experience with Troye; and \$1,000 spending money. 	1	Up to AUD\$14,502.00 depending on date and exact point of departure	Draw: computerised random selection - 07/11/24 at 02:00 pm AEDT	<p>Minor Prize: The prize is 2 tickets to the Troye Sivan</p>	10	AUD\$1,000.00	
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<p>concert at the winner’s choice of:</p> <ul style="list-style-type: none"> • Adelaide (The Drive) on 19/11/24; • Melbourne (Sidney Myer Music Bowl) on 21/11/24; • Brisbane (Riverstage) on 26/11/24; or • Sydney (Sydney Opera House Forecourt) on 28/11/24 or 29/11/24. 			
<p>Prize Conditions:</p>	<p><u>Travel Conditions:</u></p> <ul style="list-style-type: none"> • Travel dates are set, departing on 20/11/24 and returning on 22/11/24. If the winner is unavailable or unwilling to travel on the aforementioned date/s required by the Promoter to coincide with this event, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu. • Once the prize has been claimed, the winner and their guest will be required to complete a further prize booking form including liability and publicity waiver within one week of the date that they successfully claimed the prize and were verified as the valid winner. • Prize is a single event holiday and cannot be separated into different holiday vacations. • The winner and their travel companion must meet all travel requirements and conditions of entry for all third-party suppliers (i.e Hotels, Airlines, Restaurants, Events, Activity suppliers etc). • All passengers must travel together on the same flights and stay at the same property. • No compensation or alternative travel plans will be arranged should the Prize winner and/ or their guest miss their outbound or return flights or fail to meet any check-in requirements for any reason. These costs will be the responsibility and expense of the winner and travel partner. • A credit card imprint may be required from the winner at check-in to the hotel for all incidental charges. • Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$165 per person (including GST) plus supplier charges which is payable by the winner. • Travel suppliers/airlines to be chosen at the discretion of Mavel Group (the prizing agency). • Travel itinerary will be determined by the Promoter in its absolute discretion. • The prize is subject to booking and flight availability. • Frequent flyer points will not be awarded and do not form part of the prize. • Should the winner wish to extend their trip, permission must be sought from the Promoter who will decide in its absolute discretion. In the event the Promoter agrees for the winner to extend, all additional expenses to extend will be at the winner’s own expense, including any additional cost to extend their travel insurance policy by additional days, to ensure continuity of cover for the full duration of the trip. • Unless expressly stated in these terms and conditions all other expenses become the responsibility of the major prize winner and their companion including but not limited to all meals, spending money, incidentals, mini-bar, laundry, room service, telephone calls and all other ancillary costs. <p><u>Spending Money:</u></p> <ul style="list-style-type: none"> • The winner must provide their Australian bank account details to the Promoter in order for the prize to be awarded. <p><u>Troye Sivan Tickets:</u></p> <ul style="list-style-type: none"> • This prize is for or relates to the Troye Sivan concert (an “Event”). If the winner is unwilling or unable to attend at the designated time for an Event, they forfeit that part of the prize and the Promoter is not obliged to substitute that part of the prize. • Any tickets awarded as part of a prize are subject to the Event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate 		

	<p>behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</p> <p><u>General Terms:</u></p> <ul style="list-style-type: none"> • The winner and guest/s agree that they will not sell or otherwise provide their story and/or photographs to any media or other organisation apart from the Promoter or Mavel Group. • The winner must select a guest with a minimum age of 18. • To claim the prize, the winner must respond to the winner notification and confirm that they meet the entry criteria outlined in these terms & conditions within 5 days.
Winner notification:	The winners will be notified by email and phone within one (1) day of the draw (07/11/24). The winners will be published in https://www.diageopromotions.com.au/ by 09/11/24.
Unclaimed Prizes:	Prizes must be claimed by 14/11/24 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 14/11/24 at 1:00 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of the redraw will be notified by email and phone within one (1) day of the redraw (14/11/24). The winners will be notified publicly (and their details published) in https://www.diageopromotions.com.au/ by 16/11/24.

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 the Participating Venues, 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) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:00 pm AEDT on 07/11/24 using computerised random selection.
 - i) The first eleven (11) valid entries drawn will be the winners of the prizes specified in the Schedule above.
 - b) The major prize will be drawn first and the other minor prize will be drawn.
 - c) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - d) 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 at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. 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.
9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.

10. Entrants must keep their proof of purchase specified in the How to Enter section for their entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for their entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's entry and the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
11. 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.
12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
13. 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.
14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
15. 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.
16. 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 www.diageopromotions.com.au/privacy-policy. 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.
17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
18. 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.
19. 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.
20. 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).
21. 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.
22. 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.

23. 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.
24. 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).
25. The winner(s) 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.
26. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
27. 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.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. Authorised under: ACT Permit No. TP 24/02050, NSW Authority No. TP/104 and SA Permit No. T24/1557.