

**Bundaberg Rum BWS Super Yacht Promotion - Game of Chance
TERMS AND CONDITIONS**

1. Information on how to enter and about prizes form part of these Terms and Conditions. Participating in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to residents of Australia who are aged 18 years or over. Employees and their immediate families of the Promoter, Participating Outlets (defined below), and their agencies associated with this promotion are ineligible to enter.
3. The promotion will only be conducted in selected BWS outlets ("Participating Outlets") nationally between 12:01am AEST on 30.05.18 and 11:59pm AEST on 26.06.18 ("Promotion Period").
4. To be eligible to enter, eligible individuals must, during the Promotion Period, spend \$30 or more on Bundaberg Rum product at a Participating Outlet ("**Qualifying Transaction**"). To enter, eligible entrants must then, during the Promotion Period, visit www.bwsbundabergyacht.com.au follow the prompts to the competition entry page, input the requested details including first name, last name, date of birth, state, email address and mobile number, and submit the fully completed entry form.
5. 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.
6. Multiple entries permitted, subject to the following: (a) limit of one (1) entry per person per day; (b) limit of one (1) entry per Qualifying Transaction; and (c) each entry must be submitted separately and in accordance with the entry requirements.
7. No responsibility accepted for late or misdirected entries. Incomplete or indecipherable entries will be deemed invalid.
8. Entrants must retain the original receipt issued by a Participating Outlet evidencing the relevant Qualifying Transaction. Failure to produce the receipt(s) for all entries upon request 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.
9. The draw will be conducted at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 10:00am AEST on 28.06.18. The Promoter reserves the right to draw additional reserve entries and record them in order in case of an invalid or ineligible entry. The winner will be notified by phone and by email within 2 working days of the draw and their name will be published on www.diageopromotions.com.au on 02.07.18.
10. The first valid entry drawn will receive the major prize of a trip for 2 adults to QLD, valued at up to \$28,560 (depending on point of departure), Prize includes:
 - One way economy class airfares for 2 from winners nearest Australian Capital city to Gold Coast (Departing Monday 9th July)
 - One way economy class airfares for 2 from Brisbane to winners nearest Australian Capital city (Departing Thursday 12th July)
 - All airline and airport taxes
 - Return private car transfers from airport to accommodation in Gold Coast, Brisbane & Bundaberg
 - Night 1: Accommodation in Gold Coast at the Palazzo Versace - twin share (Check in Monday 9th July - Check out Tuesday 10th July)
 - Night 2: Accommodation on the Superyacht (Board: Tuesday 10th July - Alight: Wednesday 11th July)
 - Night 3: Accommodation at the Treasury Hotel Brisbane - twin share (Check in Wednesday 11th July - Check out Thursday 12th July)
 - Daily breakfast
 - Overnight on a super yacht from Gold Coast to Brisbane including:
 - Dinner
 - Breakfast
 - AUD \$1000.00 catering provisions
 - Return transfers from accommodation to Suncorp Stadium
 - Admission for 2 to State of Origin Game 3 (Wednesday 11th July 2018)

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- Return Helicopter transfers for 2 from Brisbane to Bundaberg (Departing and returning Thursday 12th July)
- Return transfers to Bundaberg Distillery
- Bundaberg Distillery Experience for 2
- AUD \$1000.00 meal allowance in Bundaberg/Brisbane

Additional spending money, additional meals, taxes (excluding applicable airline and/or airport taxes), insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with State of Origin Game 3 with flights departing 09.07.18 and is subject to booking and flight availability. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

11. The Promoter's decision is final and no correspondence will be entered into.
12. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
13. Total prize pool value is up to \$28,560. Prize, including any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless stipulated otherwise. Prize cannot be transferred to any other person, unless agreed to by the Promoter.
14. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
15. 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.
16. 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, subject to any written directions from any regulatory authority.
17. Prize must be claimed by 10:00am AEST on 03.07.18. A draw for the prize, if unclaimed by this time, will take place at the same place as the original draw at 10:00am AEST on 03.07.18, subject to any written directions from a regulatory authority. The unclaimed prize winner will be notified by phone and by email within 2 working days of the draw and their name will be published on www.diageopromotions.com.au on 05.07.18.
18. The prize must be taken as stated. If for any reason a prize winner cannot take a prize or any part of a prize in accordance to these terms and conditions, including at the time specified by the Promoter, the prize will be forfeited and will not be redeemable for cash.
19. 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, subject to any written directions from a regulatory authority.
20. It is a condition of accepting the prize that the prize winner and their nominated companions to take the prize will, upon request by the Promoter, be required to sign a legal release and indemnity in a form to be determined by the Promoter. The prize winner and their guests (where applicable) must each be 18 years or age or older and will, upon request by the Promoter, be required to provide identification satisfactory to the Promoter to verify same.
21. 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 where it is illegal to do so ("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.
22. 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 State of Origin Game 3 is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize

23. 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.
24. 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 Woolworths Group (Woolworths Group Limited ABN 88 000 014 675) ("BWS"), agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter and BWS will also use and handle PI as set out in their respective Privacy Policies, which can be viewed at <http://diageopromotions.com.au/privacy#cookies> (for Diageo) and www.bws.com.au/help/privacy-policy (for BWS). In addition to any use that may be outlined in the Promoter's or BWS's Privacy Policy, if the entrant opts-in at the time of entry then the Promoter and BWS 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 Policies also contain information about how entrants may opt out of marketing, access, and update or correct their PI, how entrant's 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. Any overseas transfer of PI by BWS will be subject to the BWS Privacy Policy.
25. 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 the winner is to claim the prize and establish his/her entitlement to it.
26. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of 162 Blues Point Road, McMahon's Point, NSW, 2060. Ph: +61 2 9126 7000.

Authorised under permit numbers NSW Permit No. LTPS/18/23712 ACT Permit No. TP18/00707, SA Permit No. T18/637