

“EASTER BWS \$2K CASH” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and about 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 18 years or over. Employees (and their immediate families) of the Promoter, participating BWS retailers and agencies associated with this promotion are ineligible to enter and/or claim. 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.
3. The promotion will be conducted in participating BWS retailers nationally between 29/03/23 and 11:59pm AEST on 19/04/23 ("Promotional Period"). A 'participating BWS retailer' is any BWS retailer that displays advertising for this promotion and stocks any of the following:

Gordon's Gin

- Gordon's London Dry Gin 50mL
- Gordon's London Dry Gin 375mL
- Gordon's London Dry Gin 350mL
- Gordon's London Dry Gin 700mL
- Gordon's London Dry Gin 1L
- Gordon's Mediterranean Orange Gin 700mL
- Gordon's Pink Gin 700mL
- Gordon's Pink Gin 1L
- Gordon's Zero Alcohol Gin 700mL
- Gordon's Sicilian Lemon Gin 700mL
- Gordon's Tropical Passionfruit 700mL
- Gordon's Pink Berry Cosmo 2L
- Gordon's & Tonic 250mL 4 Pack
- Gordon's & Tonic 375mL 4 Pack
- Gordon's Gin & Soda Mixed 12 Pack 250ml
- Gordon's Pink Gin & Soda 250mL 4 Pack
- Gordon's Mediterranean Orange 330mL 4 Pack
- Gordon's Pink Gin & Soda 330mL 4 Pack
- Gordon's Tropical Passionfruit 330mL 4 Pack
- Gordon's Zero Alcohol & Tonic 330mL 4 Pack

Smirnoff Vodka

- Smirnoff Red Vodka 50mL
- Smirnoff Red Vodka 375mL
- Smirnoff Red Vodka 500mL
- Smirnoff Red Vodka 700mL
- Smirnoff Red Vodka 1L
- Smirnoff Red Vodka 1.125L
- Smirnoff Double Black Vodka 700mL
- Smirnoff Green Apple Vodka 700mL
- Smirnoff Raspberry Vodka 70mL
- Smirnoff Mango Passionfruit Twist 700mL
- Smirnoff Raspberry Crush 700mL
- Smirnoff Passionfruit Martini 2L
- Smirnoff ICE Double Black Premium Serve 250mL 4 Pack
- Smirnoff ICE Double Black 375mL 4 Pack
- Smirnoff ICE Double Black 330mL 4 Pack
- Smirnoff ICE Double Black 375mL 10 Pack
- Smirnoff ICE Double Black Zero 375mL 4 Pack

Confidential

- Smirnoff Ice Double Black Zero 330mL 4 Pack
- Smirnoff ICE Double Black & Guarana 250mL 4 Pack
- Smirnoff ICE Red 300mL 4 Pack
- Smirnoff Pure Lime & Soda 330mL
- Smirnoff Seltzer Mixed 250mL 12 Pack
- Smirnoff Seltzer Mixed Berries 250mL 4 Pack
- Smirnoff Seltzer Passionfruit 250mL 4 Pack
- Smirnoff Seltzer Lime 250mL 4 Pack
- Smirnoff Seltzer Mango 250mL 4 Pack
- Smirnoff Seltzer Peach 250mL 4 Pack
- Smirnoff Seltzer Spicy Margarita 250mL 4 Pack
- Smirnoff Seltzer Watermelon Margarita 250mL 4 Pack

("Participating Products").

4. **How to enter:** To enter the promotion, entrants must, during the Promotional Period:
 - A) Purchase any Participating Product at any participating BWS retailer ("Qualifying Transaction") and retain their purchase receipt; and
 - B) Visit 2keverydaywithBWS.diageo.com.au, locate the entry form, complete all requested details and submit the 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. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. Multiple entries permitted, subject to the following: (a) limit of one (1) entry per Qualifying Transaction (regardless of many Participating Products they purchase in the Qualifying Transaction in excess of one); (b) limit of one (1) entry per person per day; and (c) each entry must be submitted separately and in accordance with the entry requirements.
8. Entrants must retain their original purchase receipt(s), or a copy of the same, 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 that a Qualifying Transaction was made during the Promotional Period but prior to entry.
9. There will be one (1) draw conducted for each day of the Promotional Period (22 in total, each a "Daily Draw"). Entries close for each Daily Draw at 11:59pm AEST on each day of the Promotional Period. All draws will take place at Anisimoff Legal, Suite 5, 210 The Central Coast Highway, Erina NSW 2250 at 10:00am AEST. Each Daily Draw will take place the first business day after the Daily Draw closes, from 30/03/23 to 20/04/23 inclusive. For the avoidance of doubt, no Daily Draws will be conducted on weekends or NSW Public Holidays. All winners will be notified via email and their names will be published on 04/05/23 at <http://www.diageopromotions.com.au>. Non-winning entries in each Daily Draw will NOT be entered into any subsequent Daily Draws.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first valid entry drawn in each Daily Draw will each win \$2000 cash, to be awarded as a bank transfer to the winner's nominated bank account.

Confidential

12. The total prize pool value for this promotion is \$44,000.
13. 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.
14. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. A draw for any prizes won, but unclaimed, will take place at the same time and place as the original draw on 21/07/23, subject to any written directions from any regulatory authority. Winners, if any, will be notified by email and their names will be published on 26/07/23 at <http://www.diageopromotions.com.au>.
16. 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.
17. 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, 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, subject to any written directions from any regulatory authority.
18. 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 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.
19. 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 any winner or entrant; or (f) use of a prize.
20. 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.

21. 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.
22. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of Level 7, 99 Macquarie Street, Sydney NSW 2000.

NSW Authority No. TP/000104 ACT Permit TP22/xxxx SA Licence T22/xxxx

Conditions apply, see 2keverydaywithBWS.diageo.com.au. AU res. 18+ Ends 11:59pm AEST 19/4/23. Limit 1 entry per person per day, and 1 per transaction. Retain receipt/s. Draws: 5/210 Central Coast Highway, Erina, NSW 2250 10am AEST each business day, 30/3/23 – 20/4/23 inclusive (22 in total). Winners published on 4/5/23 at <http://www.diageopromotions.com.au>. Prizes: 22 x \$2000 cash (1 per draw). NSW Authority No. TP/000104 ACT Permit TP22/xxxx SA Licence T22/xxxx