

## BWS Cash Splash Promotion

### Terms and Conditions

<b>Promoter</b>	Pernod Ricard Winemakers Pty Ltd (ABN 75 007 870 046), Tower 1, Level 43, 100 Barangaroo Avenue, Barangaroo NSW 2000.
<b>Competition Period</b>	12.01am (AEDT) on 06/03/2024 to 11.59pm (AEDT) on 02/04/2024.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Where will the competition run?</b>	The competition will run in participating Beer, Wine and Spirits liquor licensed outlets ( <b>BWS</b> ) (including online at <a href="http://www.bws.com.au">www.bws.com.au</a> ) which are displaying promotional material ( <b>Outlets</b> ) in Australia.
<b>Website</b>	<a href="http://www.winning-drinks.com/bws-cash-splash">www.winning-drinks.com/bws-cash-splash</a>
<b>Qualifying Purchase</b>	Any ready to drink multi-pack, 700ml or 1L of The Glenlivet, Absolut, Jameson, Malibu, Kahlua, Chivas, Altos, Ballantines, Bumbu, Martell, Havana Club, West Coast Cooler product, in 1 transaction.
<b>Entry instructions</b>	<p>To enter, you must, during the Competition Period:</p> <p>(a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; and</p> <p>(b) visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information to see if you have won an instant prize and to receive an entry into the major prize draw.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be up to 673 winners determined in respect of this competition – up to 672 instant winners and 1 major winner.</p> <p><b>Instant win prizes</b></p> <p>There are up to 672 instant win prizes to be awarded based on pre-determined 15s winning moments each hour throughout the Competition Period (each, a <b>Winning Moment</b>), selected by a computerised random system at Pernod Ricard, Level 43, Tower One, 100 Barangaroo Ave, Barangaroo NSW 2000.</p> <p>The first valid entry received during a Winning Moment will be the provisional winner. If no valid entry is received during a Winning moment, no prize will be awarded in respect of that Winning Moment.</p> <p><b>Major prize</b></p> <p>There will be 1 major prize draw conducted.</p> <p>The major prize draw will be held at 12pm (AEDT) on 09/04/2024 at Handling Matters PTY Ltd. Unit 40/1-5 Thew Parade, Cromer NSW 2099.</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period (including any instant winning entries) will win the major prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>

<b>What can I win?</b>	<p>There are up to 673 prizes available – up to 672 instant win prizes and 1 major prize.</p> <p><b>Instant win prizes</b></p> <p>Each instant win prize is a \$500 Digital Vault Pays-enabled Prepaid Mastercard®.</p> <p>Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The Digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. You will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See <a href="http://www.vaultps.com.au/terms">www.vaultps.com.au/terms</a> for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.</p> <p>Upon verification, the prize will be sent to the winners by SMS (to the mobile phone number specified on the winner's entry form). Winners then need to activate the card using the Vault app – activation code will be provided in SMS. Once activated, the card can be added to the winner's phone's digital wallet (e.g. Apple Pay, Google Pay or Samsung Pay) and can be used for purchasing goods and services where the card is accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The card cannot be used as a credit card and cannot be linked to any deposit account.</p> <p><b>Major prize</b></p> <p>The major prize is \$50,000 cash awarded to the winner via bank transfer to an Australian bank account. The Promoter is not liable if the winner does not provide the correct AU bank account details.</p>
<b>Total prize pool</b>	<p>The instant win prize pool is up to \$336,000.</p> <p>The major prize pool is \$50,000.</p> <p>The total prize pool is up to \$386,000.</p>
<b>How many times can I enter?</b>	<p>You can enter up to 5 times in total over the Competition Period, provided you only enter once per day, per Qualifying Purchase, and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
<b>How and when will the winner/s be informed?</b>	<p>If you win an instant prize, you will get a return message (onscreen) acknowledging your entry and informing you if you have won an instant win prize. Winners will also then receive an SMS with details on how to claim the prize.</p> <p>The major prize winner will be notified by phone and in writing by email within 5 business days of determination.</p> <p>All winners will have their name and state/territory of residence/postcode published on the Website on 11/04/2024 for a period of 28 days.</p>
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion based on the available information, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Unclaimed prize/s</b>	<p>There will be no unclaimed instant win prizes. All instant prizes will be automatically awarded to winners via email to the email address associated with their entry. It is an entrant's responsibility to ensure that they enter their email address correctly. If they fail to enter their email address correctly, the prize will be forfeited. Any un-won instant win prizes will be withdrawn and forfeited by the Promoter.</p> <p><b>Major prize claim date:</b> 5pm (AEST) on 22/04/2024.</p> <p><b>Unclaimed major prize determination:</b> 12pm (AEST) on 23/04/2024 at the same location as the original draw.</p> <p>If a major prize has not been accepted or claimed by the major prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a major prize winner</p>

	<p>(or the major prize winner does not contact the Promoter) by the major prize claim date above, the relevant entry will be discarded and the Promoter will re-award the major prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize amongst valid entrant/s. Any such winner will be informed by phone and in writing by email within 5 business days of determination and will also have their name and state/territory of residence/postcode published on the Website on 26/04/2024 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 25/05/2024.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to BWS, the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia, including such places as those listed in the Promoter's Privacy Policy (see <a href="http://www.pernod-ricard.com/en/privacy-policy">www.pernod-ricard.com/en/privacy-policy</a>).</p> <p>The Promoter's Privacy Policy (see <a href="http://www.pernod-ricard.com/en/privacy-policy">www.pernod-ricard.com/en/privacy-policy</a>) includes information about:</p> <ul style="list-style-type: none"> <li>(a) your rights regarding personal information the Promoter holds about you, including the right to access to and seek correction of the information; and</li> <li>(b) how to complain about a privacy breach.</li> </ul>
<b>Responsible drinking</b>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="http://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf</a>. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP24/00108</p> <p>SA Licence No. T24/82</p> <p>NSW Authority No. TP/02406</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

#### Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, validity periods.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

## General

- 5 Any material failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 8 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 10 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 11 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 12 By entering, you request that your full address not be published.
- 13 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## Liability

- 16 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.

- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.