

## TERMS & 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. All prize values stated in these Terms and Conditions are inclusive of GST where applicable, and expressed in AUD, unless specified otherwise.
2. Entry is only open to Queensland residents who are aged 18 years or over and meet the eligibility requirements set out in clause 4. Director, officers, employees and their immediate families of the Promoter, Participating Venues (as defined below), and their agencies associated with this promotion are ineligible to enter.
3. The promotion will take place at seven (7) on-premise licensed venues ("Participating Venues") invited by the Promoter to participate in the promotion. All Participating Venues will conduct the promotion during the period between 00:01am local time on 01/02/2025 and 23:59pm local time on 31/03/2025 ("Promotion Period") or whilst stocks of entry forms last.
4. Entrants must hold a current and valid driver's licence and be of good character and not be the subject of a criminal investigation, have a current criminal history, or any history of drug or alcohol abuse. As a condition of entering this promotion, entrants agree to submit to a criminal history check by the Promoter if requested in its absolute discretion.
5. To be eligible to enter the promotion, entrants must, during the Promotion Period:
  - a. Purchase any Bundaberg Rum product at the bar of a Participating Venue in a single transaction ("Qualifying Transaction"); and
  - b. Scan their Queensland Clubs Management Members Card at the time of the Qualifying Transaction to automatically enter the draw
6. The Promoter reserves the right, at any time during or after the closing date of any promotion to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Multiple entries permitted, subject to the following: (a) limit of one (1) entry per Qualifying Transaction; (b) a 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. Incomplete or indecipherable entries will be deemed invalid.
9. If a Queensland Clubs Management Members Card is not swiped at the time of a Qualifying Transaction, the promotion cannot be entered. Entering the promotion is not allowed post purchase. It is each entrant's responsibility to ensure their Queensland Clubs Management Members Card is swiped at the time of a Qualifying Transaction.
10. All entries will be pooled into one (1) prize draw, conducted at Lions Richlands (133 Pine Road, Richlands QLD 4077) at 11:00am local time on 7/04/2025. The winner will be notified by phone or by email the day after the draw. The Promoter reserves the right, in its absolute discretion, to draw reserve entries and record them in order in the case of an invalid or ineligible entrant.
11. The first valid entry drawn will win the prize. The prize is one (1) Quintrex 350 Outback Explorer boat package, including a Quintrex alloy trailer, Mercury 15HP four stroke motor, 12 months QLD boat and trailer registration and a smooth water safety gear pack (life jackets to suit the boat capacity, anchor with chain and rope kit, 2 x paddles, a V-sheet, bailing bucket and torch). Prize value is up to \$18,650 including GST.
12. The winner will be required to provide valid proof of identification and place of residence to claim their prize. The prize may be collected from Brisbane Boating & Leisure (1743 Ipswich Road, Rocklea QLD 4106). Alternatively the prize may be transported to the winner's residential address in QLD or if that is not possible, from the winner's nearest depot for collection. Proof of a valid Australian Driver's License may be required if the prize needs to be collected.
13. Additional insurance, enhancement options, petrol and all other ancillary costs are the responsibility of the winner. The 12 months QLD boat and trailer registration include in the prize will be transferred into the winner's name, with their consent, once the prize has been accepted and details provided.
14. Winner acknowledges that acceptance and use of the prize is entirely at their own risk and they take full responsibility for the safe operation of the prize.
15. As a condition of accepting the prize, the winner must sign any legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
16. Total prize pool value is up to \$18,650. Prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. The prize must be taken as stated and is not transferrable or exchangeable unless otherwise specified. If for any reason a winner cannot take a prize in accordance with these Terms and Conditions, including at the time specified by the Promoter, the prize will be forfeited and will not be redeemable for cash.
18. The prize must be claimed and collected (or delivered) by 17:00 local time on 7/07/25. A draw for the prize, if unclaimed, will take place at the same time and place as the original draw on 8/07/25, subject to the directions of any regulatory authority. Winner, if any, will be notified by phone or by email
19. 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.
20. If for any reason this competition is not capable of running as planned including (but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, war, terrorism or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any entrant who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion subject to any written directions of any regulatory authority.
21. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. 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 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its 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; or (f) use of a prize.
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 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.
25. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of Level 7, 99 Macquarie Street, Sydney NSW 2000. Diageo Australia Limited practices the responsible service of alcohol.