

SMIRNOFF SODA CASHBACK PROMOTION

TERMS AND CONDITIONS

1. Information on how to claim and the cashback form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to 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. Promotion opens for purchases on 25/09/2023 and closes at 11:59pm AEDST on 17/11/2023 ("**Purchase Period**"). The promotion opens for claims on 25/09/2023 and closes at 11:59pm AEDST 01/12/2023 ("**Claim Period**").
4. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim 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.
5. Incomplete or indecipherable claims will be deemed invalid.
6. To be eligible to receive a cashback, individuals must, during the Purchase Period, purchase a 4-pack of any Smirnoff Hard Soda or Smirnoff Fruit Soda from the list below ("**Eligible Product**") from a participating retailer and retain their purchase receipt. A "participating retailer" is any retailer that is stocking the Eligible Products and advertising this promotion.

Eligible Products:
 - Smirnoff Fruit Soda Pineapple & Lime 4 pack
 - Smirnoff Fruit Soda Lime & Lemon 4 pack
 - Smirnoff Fruit Soda Peach & Lime 4 pack
 - Smirnoff Hard Soda 6% ABV Yuzu Citrus Burst 4 pack
 - Smirnoff Hard Soda 6% ABV Pink Grapefruit Crush 4 pack
7. Eligible claimants must claim their cashback by scanning the QR code found on instore advertising material or visiting www.smirnoff.com/en-row/sodacashbackau, locating and completing the claim form with all requested details including, without limitation, first name, last name, DOB, email, mobile number, state, a response in fifteen (15) words or more describing the flavour of their Eligible Product, receipt upload for the Eligible Product and submitting the completed claim form during the Claim Period. All fields in the claim form are compulsory to be completed, and completion of the claim form may also require mobile verification of the price paid for the Eligible Product.
8. Subject to any limits imposed on the number of cashbacks that can be claimed by an individual as set out in these Terms and Conditions, each valid claim received during the Claim Period will receive a refund for the purchase price of one (1) Eligible Product as indicated on the purchase receipt submitted as part of the claim. The cashback will be awarded in the form of a Vault Pays-enabled Prepaid Mastercard® to the value of the price paid for the Eligible Product as submitted in the claim form, up to a maximum value of \$26.
9. Only one (1) claim permitted per person.

10. The Promoter's decision is final and no correspondence will be entered into.
11. Participation in this promotion is subject to the licensee's liquor serving policy. 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.
12. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
13. Any ancillary costs associated with redeeming the Vault Pays-enabled Prepaid Mastercard are not included. The 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 Vault Pays-enabled Mastercard any unused balance will be forfeited. We will not give you notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The 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 www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
14. Claimants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Claimants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original literary work of the claimant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the claimant agrees to indemnify the Promoter for any breach of the above terms.

15. As a condition of entering this promotion, each claimant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their claim (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
16. 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.

17. 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 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 cashback value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a cashback.
18. 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. Claim 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 individuals. The Privacy Policy also contains information about how individuals may opt out of marketing, access, update or correct their PI, how individuals can contact and may complain about a breach of the Australian Privacy Principles. All claims 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 claimants 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.
19. The Promoter is Diageo Australia Limited of Level 7, 99 Macquarie Street, NSW, 2000, ABN 33 004 167 720. Consumer enquiries may be directed to 1800 789 344.

ABRIDGED TERMS AND CONDITIONS

"T&Cs apply, see www.smirnoff.com/en-row/sodacashbackau. Au res 18+ only. Purchases close: 11:59pm AEDST on 17/11/23. Claims close: 1/12/23. Limit 1 claim pp. Retain receipt."