

## BUNDY'S BIG CASH CATCH 3.0 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. 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 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 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 1<sup>st</sup> cousin.
3. The promotion will be conducted in Participating Off-Premise Licensed Retailers and Participating On-Premise Licensed Venues nationally between 01/11/2024 and 11:59pm AEDST on 23/01/2025 ("**Promotional Period**"). A "**Participating Off-Premise Licensed Retailer**" and "**Participating On-Premise Licensed Venue**" is any such retailer or venue that displays advertising for this promotion and stocks the Eligible Products (defined below) during the Promotional Period. A Participating On-Premise Licensed Venue will not offer this promotion as an inducement directed at encouraging patrons to gamble or to consume alcohol in line with relevant state gambling and liquor authorities.
4. To be eligible to enter, eligible individuals must, during the Promotional Period:
  - **Off-Premise:** Spend, in a single transaction, \$30 or more on any Eligible Product/s listed below at a Participating Off-Premise Licenced Retailer and obtain their purchase receipt.

#### **"Eligible Products":**

- Bundaberg Rum 700ml glass bottle
- Bundaberg Rum 24 pack, 10 pack, 6 pack or 4 pack
- Bundaberg Rum 1litre, 1.125l, 50ml product/s
- Bundaberg Rum single cans product/s

#### **OR**

- **On-Premise:** Purchase, in single transaction, any one (1) Bundaberg Rum drink at a Participating On-Premise Licensed Venue and obtain a game card containing a unique code.

(each a "**Qualifying Transaction**"). It is the responsibility of each entrant to ensure a purchase receipt or game card (as applicable) is provided to them if one is not provided at the time of the Qualifying Transaction.

5. To enter the promotion, entrants must then visit <https://bigcashcatch.bundabergrum.com.au/>, locate the online entry form, input the requested information, upload their purchase receipt or input their unique code located on the game card, and submit the fully completed entry form.
6. **Off-Premise only:** Individuals will then be notified immediately upon submitting their entry online whether or not they are an instant winner for the Bundy Sunglasses prize outlined in clause 17.

7. All valid On-Premise and Off-Premise entries will also be entered into a draw (see clause 14 for details) for the chance to win \$50,000 in the form of an electronic funds transfer as outlined in clause 24.
8. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Multiple entries permitted, subject to the following: (a) a limit of one (1) entry per Qualifying Transaction regardless of the amount spent in excess of \$30 or the number of Bundaberg Rum drinks purchased in excess of one (1) in that transaction; (b) limit of two (2) entries per person per day for entries at Participating Off-Premise Licensed Retailers; (c) only one (1) entry per person per day for entries at Participating On-Premise Licensed Venue; and (d) each entry must be submitted separately and in accordance with the entry requirements. Only one (1) draw prize and one (1) instant win prize permitted per person (excluding SA residents).
11. Entrants must retain their original or a copy of their purchase receipt(s) or game cards (as applicable) for all entries as proof of a Qualifying Purchase. Failure to produce the proof of Qualifying Transaction 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.
12. There will be five (5) draws conducted for this promotion. Entries into each draw will close at 11:59pm AEDST on the dates specified in the table below. All draws will take place at 3 Amy Close, Wyong NSW 2259 at 10:00am AEDST on the dates specified in the table below. Non-winning entries in each draw will roll over into subsequent draws as applicable. Prizes must be claimed by 11:59pm AEDST on the relevant date specified in the table below.
13. In the event that a prize for a draw is not claimed by the relevant date (as specified in the table below), a draw for that unclaimed prize will take place at the same time and place as the original draw on the relevant date specified in the table below. Winners, if any, will be notified by telephone and email and their names will be published on <http://www.diageopromotions.com.au> on the relevant date specified in the table below. Winners, if any, must claim their prize by the relevant claim date specified in the table below.
14. A draw for any instant prizes that are won, but remain unclaimed, will take place at 10:00am AEDST on the date specified in the table below, subject to any written directions from any regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and their names will be published on <http://www.diageopromotions.com.au> on the relevant date specified in the table below. Instant winners will be published at the webpage on the date in the table below.

Draw	Entries Close (11:59pm)	Draw Date (10am)	Publication Date	Claim Date (11:59pm)	Unclaimed Prize Draw Date (10am)	Unclaimed Prize Winner Publication	Unclaimed Prize Claim Date	Date of Prize Event
1	28/11/24	29/11/24	29/11/24	02/12/24	03/12/24	04/12/24	05/12/24	06/12/24
2	08/12/24	09/12/24	09/12/24	11/12/24	12/12/24	13/12/24	13/12/24	14/12/24
3	15/12/24	16/12/24	17/12/24	19/12/24	20/12/24	20/12/24	24/12/24	27/12/24
4	15/12/24	16/12/24	17/12/24	19/12/24	20/12/24	20/12/24	23/12/24	03/01/25
5	23/01/25	24/01/25	24/01/25	27/01/25	28/01/25	28/01/25	29/01/25	30/01/25
Instant Prizes	23/01/25	N/A	24/01/25	23/02/25	24/02/25	25/02/25	24/03/25	N/A

15. Instant winners will be notified immediately in writing on screen and also via email. Draw winners will be notified via telephone and email within two (2) business days of the draw. The Promoter reserves the right to draw reserve entries and record them in order, in the case of an ineligible or invalid entrant.
16. The Promoter's decision is final and no correspondence will be entered into.
17. Instant prizes: 5,000 x Bundy Sunglasses each valued at \$19.95 (**Off-Premise only**).
18. The first valid entry drawn in Draw 1 will win a trip for 2 adults to Adelaide, SA valued at up to \$4,700 depending on point of departure. Prize includes:
- 2 x return economy class airfares from the winner's nearest Australian capital city to Adelaide, SA if required;
  - All airline and airport taxes
  - Return private transfers from airport to hotel
  - 2 x nights, 4 star accommodation – twin share (or similar);
  - 2 x tickets to the Men's Test Series in Adelaide, SA, for 1 day of play 06/12/2024 (exact date to be advised by the Promoter at a later date); and
  - Opportunity for the winner to participate in contingency game outlined in clause 24 below.
19. The first valid entry drawn in Draw 2 will win a trip for 2 adults to Brisbane, QLD valued at up to \$4,600 depending on point of departure. Prize includes:
- 2 x return economy class airfares from the winner's nearest Australian capital city to Brisbane, QLD if required;
  - All airline and airport taxes
  - Return private transfers from airport to hotel
  - 2 x nights, 4 star accommodation – twin share (or similar);
  - 2 x tickets to the Men's Test Series in Brisbane, QLD, for 1 day of play 14/12/2024 (exact date to be advised by the Promoter at a later date); and
  - Opportunity for the winner to participate in contingency game outlined in clause 24 below.
20. The first valid entry drawn in Draw 3 will win a trip for 2 adults to Melbourne, VIC valued at up to \$4,500 depending on point of departure. Prize includes:
- 2 x return economy class airfares from the winner's nearest Australian capital city to Melbourne, VIC if required;
  - All airline and airport taxes

- Return private transfers from airport to hotel
  - 2 x nights, 4 star accommodation – twin share (or similar);
  - 2 x tickets to the Men’s Test Series in Melbourne, VIC, for 1 day of play 27/12/2024 (exact date to be advised by the Promoter at a later date); and
  - Opportunity for the winner to participate in contingency game outlined in clause 24 below.
21. The first valid entry drawn in Draw 4 will win a trip for 2 adults to Sydney, NSW valued at up to \$4,500 depending on point of departure. Prize includes:
- 2 x return economy class airfares from the winner’s nearest Australian capital city to Sydney, NSW if required;
  - All airline and airport taxes
  - Return private transfers from airport to hotel
  - 2 x nights, 4 star accommodation – twin share (or similar);
  - 2 x tickets to the Men’s Test Series in Sydney, NSW, for 1 day of play 03/01/2025 (exact date to be advised by the Promoter at a later date); and
  - Opportunity for the winner to participate in contingency game outlined in clause 24 below.
22. The first valid entry drawn in Draw 5 will win a trip for 2 adults to Melbourne, VIC valued at up to \$4,000 depending on point of departure. Prize includes:
- 2 x return economy class airfares from the winner’s nearest Australian capital city to Melbourne, VIC if required;
  - All airline and airport taxes
  - Return private transfers from airport to hotel
  - 2 x nights, 4 star accommodation – twin share (or similar);
  - 2 x tickets to the Women’s Test Series in Melbourne, VIC, for 1 day of play 30/01/2025 (exact date to be advised by the Promoter at a later date); and
  - Opportunity for the winner to participate in contingency game outlined in clause 24 below.
23. Spending money, meals, taxes (excluding airline and airport taxes), insurance, vaccinations, transport to and from departure point, transfers, items of a personal nature, travel insurance, in-room charges and all other ancillary costs are not included. Prizes are subject to booking and flight availability. Each winner and their companion are responsible for ensuring that they have any requisite vaccinations and travel documentation. Each winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of a prize unless specified otherwise. Each prize is subject to the standard terms and conditions of individual prize and service providers. Each winner may be required to present their credit card at time of accommodation check in.
24. Each draw winner will have the opportunity to participate in a contingency game at the cricket match corresponding to their prize. Each winner must attend the match and then, during a lunch break at the match, when prompted by promotional staff, participate in a catching game (“**Game**”). During each Game, the corresponding winner must stand on the field and prepare to take a catch. Each corresponding winner will have one (1) opportunity to catch the ball. If the winner catches the ball without dropping it, then subject to verification by the Promoter, the winner will win \$50,000 in the form of an electronic funds transfer to the winner’s nominated Australian bank account. In the event the winner fails to catch the ball, they will be awarded with a consolation prize of \$5,000 in the same form as above.

25. If a winner cannot participate in the Game, the winner may appoint a proxy over 18 years of age to play the Game on his/her behalf provided the winner gives the Promoter written, signed notice to that effect before the start of the Game.
26. Prizes are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
27. The total prize pool value for this promotion is up to \$372,050.
28. 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](http://www.drinkwise.org.au) to get the facts on standard drinks and responsible drinking. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
29. If for any reason the winner does not take a prize or an element of a prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
30. If any prize (or any part of a 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.
31. Quality control errors will not invalidate an otherwise valid instant prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all instant prize claims in excess of the advertised prize pool will be honoured.
32. 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.
33. 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, for example rain, 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.
34. 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.
35. 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 any cricket match is cancelled, postponed or delayed for any reason beyond the control of the Promoter; (f) any tax liability incurred by any winner or entrant; or (g) use of a prize.

36. 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.
37. 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.
38. The Promoter is Diageo Australia Limited of Level 7, 99 Macquarie Street, Sydney NSW 2000, ABN 33 004 167 720.

**NSW Authority No. TP/ 00104**

**ACT Permit No. TP24/ 00857**

**SA Permit No. T24/ 662**

#### **ABRIDGED TERMS AND CONDITIONS**

T&Cs apply, see <https://bigcashcatch.bundabergrum.com.au>. AU res. 18+. Starts: 1/11/24. Ends: 11:59pm AEDST 23/1/25. Limit of 1 entry p/transaction, 2 entries p/day for entries at off-premise retailers & 1 entry p/day for entries at on-premise venues. Max 1 draw prize & 1 instant win prize p/person (excl. SA). Purchases must be in a single transaction. Retain receipt/s or game cards as applicable. Entries close for each draw 11:59pm AEDST on 28/11/24, 8/12/24, 15/12/24 & 23/1/25. Draws at 3 Amy Close, Wyong NSW 2259 at 10am AEDST on 29/11/24, 9/12/24, 16/12/24 & 24/1/25. Draw winners will be published on [www.diageopromotions.com.au](http://www.diageopromotions.com.au) on 29/11/24, 9/12/24, 17/12/24 & 24/1/25 and instant prize winners will be published on 24/1/25. Draw prizes: 5 x trip for 2 adults to selected cricket match to play a catching game for the chance to win up to \$50K - see terms for details (1 per draw). Instant prizes: 5K x Bundy Sunglasses (\$19.95). Promoter: Diageo Australia Limited of L7, 99 Macquarie St, Sydney NSW 2000. NSW Authority TP/00104; ACT Permit TP24/ 00857; SA Permit T24/ 662.

#### **PARTIALLY COMPLIANT TERMS AND CONDITIONS**

T&Cs apply, see <https://bigcashcatch.bundabergrum.com.au>. AU res. 18+. Starts: 1/11/24. Ends: 11:59pm AEDST 23/1/25. Limit of 1 entry p/transaction, 2 entries

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p/day for entries at off-premise retailers & 1 entry p/day for entries at on-premise venues. Max 1 draw prize & 1 instant win prize p/person (excl. SA). Purchases must be in a single transaction. Retain receipt/s or game cards as applicable. NSW Authority TP/00104; ACT Permit TP24/ 00857; SA Permit T24/ 662.