

Pimm's & Watsons Bay Boutique Hotel Long Lunch Instagram Promotion

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.
2. Entry is open to all residents of Australia who are aged 18 years or over. Director, officers, employees and their immediate families of the Promoter, the Participating Venue (as defined below), and their agencies associated with this promotion are ineligible to enter.
3. Promotion commences at 12:01am AEDST on 03/12/2016 and closes at 11:59pm AEDST on 21/01/2017 ("Promotion Period"). The promotion will take place at Watsons Bay Boutique Hotel, 1 Military Rd, Watsons Bay NSW 2030 ("Participating Venue").
4. To be eligible to enter the Promotion, entrants must, during the Promotion Period:
 - a) Purchase any Pimm's drink for on-premise consumption at the Participating Venue ("Qualifying Transaction");
 - b) Follow @pimmsaustralia & @watsonsbayboutiquehotel on Instagram;
 - c) Take a photo of their Pimm's X Watsons Bay Boutique Hotel experience; and
 - d) Upload their photo to Instagram, tag @pimmsaustralia @watsonsbayboutiquehotel and #pimmslonglunch.
5. Entrant's Instagram profiles must be set to public in order for the entry to be visible and to allow the Promoter to contact the entrant in the event they are a winner.
6. The Promoter reserves the right, at any time during or after the closing date of the promotion to verify the validity of entries and to disqualify any entrant

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who tampers with the entry process, who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter or who submits an entry that is not in accordance with these Terms and Conditions, or which, in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

7. Multiple entries permitted, subject to the following: (a) limit of one (1) entry per person per day; (b) limit of one (1) entry per Qualifying Transaction; and (c) each entry must be submitted separately and in accordance with the entry requirements.
8. No responsibility accepted for late or misdirected entries. Incomplete or indecipherable entries will be deemed invalid. Entries are deemed to be received at the time of receipt in the promotion database and NOT at the time of transmission by the entrant.
9. This is a game of skill and chance plays no part in the determination of any winner. Entries will be judged based on the artistic and creative merit of the photograph provided by the entrant. Judging will commence at the end of the Promotion Period at Konichiwang Pty Ltd, 33 Hall St, Bondi Beach, NSW, 2026. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant. The winner will be notified by having a comment tagged with their @username on their post which uses @pimmsaustralia @watsonsbayboutiquehotel #pimmslonglunch. The Promoter will contact the winner with further instructions on how to claim the prize.

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10. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

- 11.** The best valid entry, as determined by the judges, will be awarded the prize consisting of a "Pimm's long lunch" at the Participating Venue for the winner and up to 10 guests on such date to be agreed with the Participating Venue. Prize includes food to the value of \$1,275 and up to 9x Pimm's Jugs (each jug is intended to be shared and consisting of no more than 4 standard drinks) to the value of \$225. If there are less than 11 attendees in total arriving at the Participating Venue to receive the prize, then the number of Pimms jugs provided as part of the prize will reduce by the same number of reduced attendees. For example, if the winner arrives with only 8 guests instead of 10, the food value will remain the same but the group will receive 7 Pimms Jugs (to share over the long lunch) instead of 9.

12. Total prize pool value is up to **\$1500**. The prize, including any unused portion of the prize, is not transferable or exchangeable. Cash will not be awarded in lieu of the prize or element thereof.

13. As a condition of accepting the prize, the winners (and companions, where applicable) must sign any legal documentation as and in the form required by the Promoter and/or prize providers in their absolute discretion, including but not limited to a legal release and indemnity form.

14. The Promoter's decision is final and no correspondence will be entered into.

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15. The prize must be claimed within one week (7 days) of the winner having been notified. If the prize remains unallocated or unclaimed at that time, the prize will be awarded to the next reserve entrant. In such an event, the reserve winner will also have one week (7 days) to claim the prize. This process will continue until the prize is awarded.
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 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 as appropriate.
18. If any prize (or part of any 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.
19. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images or photos ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may

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remove or decline to publish any Content without notice for any reason whatsoever. Entrants 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) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content 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.

20. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above clause 19.

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21. As a condition of entering this promotion, each entrant 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 entry (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.

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 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.

23. 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 a winner or entrant; or (e) use of the prize or attending the event.

24. Diageo encourages consumers to enjoy drinking its products responsibly. Legal aged consumers are advised to visit www.drinkwise.org.au to get the facts on standard drinks and responsible drinking.

25. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

26. 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.

27. 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 a winner is to claim the prize and establish his/her entitlement to it.

28. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of 162 Blues Point Road, McMahons Point, NSW, 2060. Ph: +61 2 9126 7000. Authorised under NSW Permit No LTPS/16/09715.