

BUNDABERG® RUM – ‘SKY COUCH’ PROMOTION 2010

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promotion commences on 15/02/10 at 12:01am and closes 31/05/10 at 11:59pm (“**Promotion Period**”). All times indicated are either AEST or AEDST as applicable.
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, participating retail outlets, participating venues and agencies associated with this promotion are ineligible to enter. 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.
5. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process, including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs. Errors and omissions may 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.
6. Incomplete, indecipherable or illegible entries will be deemed invalid.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. Premium SMS cost is 55c including GST. If entering via sms entrants must have premium service access to enter. SMS winners of the instant prizes will be notified instantly by SMS and then contacted to confirm their address details for delivery of the instant prize. Promoter will record their address details so that the prize may be awarded. Upon first SMS, consumers will also be entered into the major prize draw to be drawn at the end of the Promotion Period. SMS entries via the Internet are ineligible. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant.

Eligibility of Entry

9. To be eligible to enter this promotion and to go in the draw to win one of two major prizes, individuals must either:
 - (a) Purchase any Bundaberg® Rum product from a participating retail outlet in Australia and collect and keep a game card given by staff, the neck tag from a bottle of Bundaberg® Rum or keep the original product packaging clearly showing the unique code and instructions of entry, as well as keep the original purchase receipt for each entry as proof of purchase; or
 - (b) Purchase any Bundaberg® Rum drink from a participating venue in Australia, collect and keep a game card given by staff for each entry clearly showing the unique code and instructions of entry, as proof of purchase. Game cards are strictly limited; or
 - (c) Purchase any Bundaberg® Rum drink from a participating stadium in Australia and collect a game card/flyer with a unique code from a stadium bar and keep game card/flyer, clearly showing the unique code and instructions of entry, for each entry as proof of purchase. Promotional game cards/flyers are strictly limited.
 - (d) Purchase receipt(s) must clearly specify the store of purchase and show that the purchase was made during the Promotion Period and prior to entry. Failure to produce the required proof of purchase 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.

Method of Entry

10. To enter this promotion and to go in the major prize draw to win one of two major prizes, individuals must then either:
 - (a) Visit www.bundabergrum.com.au, follow the prompts to the competition entry page, input the requested details including the unique code appearing on the game card, neck tag, flyer or original packaging (whichever is applicable, depending on the Bundaberg® Rum item purchased) and submit the fully completed entry form; or
 - (b) Send an SMS to 19707777 containing the unique code found either on the game card, neck tag, flyer or original product packaging (whichever is applicable, depending on the Bundaberg® Rum item purchased), their first name, surname, date of birth and then the word **NRL** or **CATS** (the entrant must enter their preference regarding whether they want to attend a NRL or Geelong Cats game) (in that order).

Sample sms entry: ABCDEF John Smith 071085 NRL

11. Premium SMS cost is 55c including GST. Entrants must have premium service access to enter. Service provided by TigerSpike Pty Ltd Level 1, 28 Richards Ave, Surry Hills, 2010, NSW ABN 66 106 294 73. Customer care: 1300 762 902.
12. All entries must specify whether the entrant chooses **NRL** or **CATS** as their game of choice. Those entrants who choose NRL will go in the draw to win the NRL Major Prize. Those entrants who choose CATS will go in the draw to win the Geelong Cats Major Prize.
13. Multiple entries permitted, subject to the following: (a) limit two (2) entries per person per day; (b) only one entry permitted per specified purchase requirement; (c) only one unique code per entry is permitted; (d) unrecognised unique codes will be deemed invalid; and (e) each entry must be submitted separately and in accordance with entry requirements.

Major Prize Component

14. There will be two major prize winners. The two major prize winners will be determined as follows:
 - (a) The major prize draws will take place at TigerSpike, Level 1, 28 Richard's Avenue Surry Hills NSW 2010, on 1st June 2010 at 11am where two (2) winners will be selected at random from all entries received during the Promotion Period.
 - (b) There will be two major prize draws held at 11:00am on 1st June 2010. In the first major prize draw, the first valid entry drawn from all entries received during the Promotion Period which have selected **NRL** as their game of choice on their entry details will win the **NRL Major Prize**. In the second major prize draw the first valid entry drawn from all entries received during the Promotion Period who have selected **CATS** as their game of choice on their entry details will win the **Geelong Cats Major Prize**. There will be a total of two (2) major prize winners only, one winner of the NRL Major Prize and one winner of the Geelong Cats Major Prize. Entries for each major prize draw close on 31st May 2010 at 11:59pm. The winners of the major prize and their chosen companions must all be over the age of 18 years and all participants will be required to sign a passenger waiver ahead of partaking in any part of the prize.

NRL Major Prize

15. The NRL Major Prize winner and 7 friends will attend a NRL game at a venue to be specified by the promoter and watch the game seated on an 8 seater 'couch' that is suspended in the air above the stadium by a crane. If the winners do not reside in the corresponding metropolitan city to the stadium, the prize also includes return economy airfares for 8 persons from the winner's nearest commercial airport to the commercial airport nearest the stadium and four star hotel accommodation near the stadium for one night twin share (for the avoidance of doubt, this means 4 twin share rooms accommodating 8 persons). The prize also includes return airport to hotel transfers. If the winner resides within the metro area of the corresponding stadium, then the prize

does not include airfares and this component of the prize is not redeemable for cash. The Promoter is not responsible for any delays or cancellations of flights or the malfunction of any ground services provided to the prize winner. The NRL Major Prize is valued at up to \$80,000.

Geelong Cats Major Prize

16. The Geelong Cats Major Prize winner and 7 friends will attend a Geelong Cats game held at a stadium to be specified by the promoter and watch the game seated on an 8 seater couch that is suspended in the air above the stadium by a crane. If the winners do not reside in the corresponding metropolitan city to the stadium, the prize also includes return economy airfares for 8 persons from the winner's nearest commercial airport to the commercial airport nearest the stadium and four star hotel accommodation near the stadium for one night twin share (for the avoidance of doubt, this means 4 twin share rooms accommodating 8 persons). The prize also includes return airport to hotel transfers. If the winner resides within the metro area of the corresponding stadium, then the prize does not include airfares and this component of the prize is not redeemable for cash. The Promoter is not responsible for any delays or cancellations of flights or the malfunction of any ground services provided to the prize winner. The Promoter is not responsible for any delays or cancellations of flights or the malfunction of any ground services provided to the prize winner. The Geelong Cats Major Prize is valued at up to \$80,000.
17. The prize does not (unless expressly stated) include: (i) flights; (ii) transfers; (iii) other transport to or from the event; (iv) additional meals or beverages; (v) accommodation; (vi) spending money; (vii) insurance (such as travel or health cover); (viii) vaccinations or other medical or health related services, (ix) airport taxes or arrival or departure taxes, (x) transport to and from departure point, (xi) items of a personal nature, (xii) in-room charges (such as mini-bar charges, telephone calls, in house movies, food and beverages) or (xiii) any other ancillary costs, which may be incurred by the winner and his/her guests in relation to the prizes.
18. Both major prizes are valued at up to \$80,000 each depending on the winner's point of departure. The major prizes will be held at a stadium, determined by the Promoter in its sole discretion, on a date to be determined by the Promoter in its sole discretion but which is between 7th June 2010 & 7th August 2010 ("**Execution Period**").
19. Detail for the stadiums chosen for the prize to be held at will be made available online at www.bundaberg.com.au from 11:00am on 15.02.10.
20. The Promoter will designate three dates during the Execution Period for the NRL game and Geelong Cats game in which to execute the major prize. Prevailing weather conditions will determine what date the major prize is executed within this Execution Period. 72 hours prior to the planned execution, if weather does not permit execution on a designated date then the Promoter will reschedule and plan to execute on the second and third designated dates. If the weather is still deemed as unsafe for execution then the "**Contingency Plan**" will be executed (see clause 28).

Instant Win Component

21. All entries received from original product packaging, neck tags from bottles of Bundaberg® Rum or specific game cards/flyers during the Promotion Period will receive an instant message back via email or SMS (depending on entry method) notifying entrants if they are or are not an instant winner of a Bundaberg® Rum inflatable couch (valued at \$35 each). Winners of the Instant Prizes will be contacted to confirm their address details for delivery of prize. The Instant Prizes will be delivered via Australia Post (standard mail) within 28 days of notification by instant winners of their delivery address details.
22. There are 1000 Bundaberg® Rum inflatable couches to be won instantly throughout the Promotion Period, each valued at \$35 (RRP).
23. Unless otherwise due to fraud or ineligibility under these conditions of entry, all Instant Win prize claims in excess of the advertised prize pool will be honoured.

24. All Instant Win prize winners will be notified by either SMS or email (depending on method of entry). The Promoter's decision is final and no correspondence will be entered into.

Retailer Exclusive 2nd Tier Component

25. There will be 3 (three) retailer exclusive 2nd tier prize pools in addition to the national major prize, each overlay is specific to a retail chain and is only available to consumers in participating outlets for each retail chain. The same method of entry as the Major Prize component is also applicable to this component.
26. Consumers who purchase any Bundaberg® Rum product, inclusive of original promotional product packaging and neck tags will also receive a retailer specific game card which enables them to enter an additional second tier prize pool as detailed in the following prize pool overlays:
- a) **Overlay prize pool (1) one:** Consumers who purchase any Bundaberg® Rum product from a participating Liquor Marketing Group store (Participating LMG Outlets) will get the chance to enter the Major Prize Draw and will also get the chance to win one of 400 inflatable couches instantly (RRP \$35.00). Participating LMG Outlets will feature specific promotional material in-store advertising the chance to win an inflatable couch. The total exclusive prize pool value for this overlay is \$14,000.
 - b) **Overlay prize pool (2) two:** Consumers who purchase any Bundaberg® Rum product from a participating BWS store (Participating BWS Outlet) will get the chance to enter the Major Prize draw and will also get the chance to win one of 650 Bundaberg® Rum Inflatable Chair & footstool prizes instantly (RRP \$25.00). Participating BWS Outlets will feature specific promotional material in-store advertising the chance to win an Inflatable chair. The total exclusive prize pool for this overlay is \$16,250.
 - c) **Overlay prize pool (3) three:** Consumers who purchase any Bundaberg® Rum Product from a participating Thirsty Camel Outlet (Participating Thirsty Camel Outlet) will get the chance to enter the Major Prize draw and will also get a 1 in 5 chance to win a Bundaberg® Rum 6 pack Inflatable Cooler instantly, RRP \$5.00. Participating Thirsty Camel Outlets will feature specific promotional material in-store advertising the chance to win a Bundaberg® Rum 6 pack Inflatable Cooler. There are 18,800 Bundaberg® Rum 6 pack Inflatable Coolers to be won nationally. Each prize is valued at \$5.00 (RRP). The total national prize pool value for the Bundaberg® Rum 6 pack Inflatable Cooler prize is \$94,000.
27. Overlay prize pool redemption are as follows:
- a) All valid entries received for overlay prize pools (1) one and (2) two during the Promotion Period will receive an instant message back via email or SMS (depending on entry method) notifying them if they are or are not an instant winner. Winners of the Instant Prizes will then be contacted to confirm their address details for delivery of prize. The Instant Prizes will be delivered via Australia post (standard mail) within 28 days of notification by instant winners of their delivery address details.
 - b) All valid entries received for overlay prize pool (3) three during the Promotion Period will be contacted via sms or email (depending on their method of entry) to confirm whether they have or have not won a Bundaberg® Rum 6 pack Inflatable Cooler. If they have won, they will be required to claim their prize from the Participating Thirsty Camel Outlet from which they purchased their Bundaberg Rum product from. Proof of purchase, their unique code and the sms or email with confirmation they are a winner will be required to prove their right to claim a prize.

Major Prize Contingency Plan

28. Winners will be offered an alternative prize at a 'Dinner in the Sky' event with 7 mates at an existing event, in a destination determined by the Promoter, on a date determined by the Promoter between 7th June 2010 to 31st August 2010. Winners will also receive VIP tickets to a NRL or Geelong Cats game for them and 7 mates between 7th June 2010 to 20th October 2010 ("**Contingency Plan Prize**").
29. The Contingency Plan Prize will also include full catering during the 'Dinner in the Sky' and two wait staff. If the winners do not reside in the corresponding metro city to the destination, the Contingency Plan Prize also includes return economy airfares from the winner's nearest capital city to the destination, one night accommodation in a four star hotel near to the destination and return airport to hotel transfers as well as return hotel to 'Dinner in the Sky' transfers. If the winner resides within the metro area of the destination, then the prize does not include airfares and this component of the prize is not redeemable for cash and any associated costs will not be paid by the Promoter. The Promoter is not responsible for any delays or cancellations of 'Dinner in the Sky' or the malfunction of any ground services provided to the major prize winner.
30. Spending money, additional meals or beverages, insurance (such as travel or health cover), vaccinations or other medical or health related services, airport taxes or arrival or departure taxes, transport to and from departure point, additional transfers, items of a personal nature, in-room charges (such as mini-bar charges, telephone calls, in house movies, food and beverages) and all other ancillary costs, as incurred by the winner and his/her guests are not included in the Contingency Plan Prize.
31. All major prize winners will be notified by phone and either email or SMS (depending on method of entry) and their names will be published in **The Australian on 03/06/10**.
32. Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
33. 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, subject to any written directions from a regulatory authority.
34. Passengers chosen for the Major Prize must for their own safety meet minimum height and be within maximum weight restrictions and agree to and sign a full passenger waiver ahead of taking part at the sole discretion of the Promoter and event organiser.
35. The event tickets are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organizers hereby expressly reserve the right to eject any winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
36. Total Major Prize pool value is up to \$160,000. The total instant win prize pool value is \$35,000. The total Retailer Exclusive 2nd tier instant prize pool value is \$124,250. Total prize pool for this promotion nationally is \$319,250.
37. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
38. **Major Prize Unclaimed Prize Draw:** All major prizes must be claimed by 10:00am **04/06/10** and if the major prize remains unclaimed by such date and time, the Promoter may conduct such further draws at the same place as the original draw as are necessary after **11:00 on 04/06/10** in order to distribute any unclaimed major prizes. Unclaimed major prize draw winners will be notified by either SMS or email (depending on method of entry) and winners of unclaimed prizes will have their names published in **The Australian on 07/06/10**.
39. **Instant Win Prize Unclaimed Prize Draw:** The Promoter may conduct such further draws at 11am on 31/08/10, at Tigerspike, Level 1 28 Richard's Avenue Surry Hills NSW 2010 as are

necessary in order to distribute any Instant Win prizes unclaimed by that date subject however to any written directions given under any State Regulations.

40. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The major prize winners may be required to participate in interviews, photo shoots, PR activities and any other media-related activities as a result of winning the major prize and it is a condition of entry that all entrants consent to the same.
41. The Promoter may photograph, video and/or film the execution of the **major prize** or any other activity in connection with the major prize. Winners of the major prize and their nominated companions acknowledge that the Promoter has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit without further permission from or payment to winners and his/her nominated companions of the major prize. It is a condition of entering this promotion that the major prize winners and their nominated companions will, upon request by the Promoter, agree to these conditions and, if required, sign a release to this effect.
42. 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, 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.
43. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
44. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
45. Except for any liability that cannot be excluded by law, 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, including, but not limited to, where arising out of the following: (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.
46. It is a condition of accepting the prize that winners and their nominated companions who take the prize will, upon request by the Promoter, be required to sign a legal release and indemnity in a form to be determined by the Promoter. The prize winner and their guest(s) (where applicable) must each be 18 years of age or older and will, upon request by the Promoter, be required to provide identification satisfactory to the Promoter to verify same.
47. The Promoter and event organizers expressly reserve the right to eject any winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication prior to, or whilst participating in, any element of the prize, or, if the Promoter determines, in their absolute discretion, that a winner (and/or his/her companion) is not in the mental or physical condition necessary to be able to safely participate in the prize, subject to any direction from a regulatory authority.
48. The Promoter encourages consumers to enjoy drinking its products responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines.

49. All entries remain the property of the Promoter. The Promoter collects entrants' personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter at their address set out below.
50. The Promoter is Diageo Australia Limited (ABN 33 004 167 720) of Level 8, 55 Grafton Street, Bondi Junction, NSW 2022, telephone 1800 003 982
51. Bundy Skycouch major prize is a Dinner in the Sky Experience, operated by Events in the Sky Pty Ltd. Bundy Skycouch details, lifting and safety apparatus depicted in advertising material are not a true representation of actual equipment used.

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