

# BROADSHEET x DIAGEO COMPETITION TERMS & CONDITIONS

- 1. By participating in the Broadsheet x Diageo The Cocktail Show competition (Promotion), each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
- 2. The promoter is Broadsheet Media Pty Ltd (ABN 20 131 593 201) of Level 1, 231 Smith Street, Fitzroy, VIC 3065 (**Promoter**).
- **3.** The Promotion commences at 18:00 (AEST) on Friday 5 June 2020 and closes at 23:59 (AEST) on Thursday 16 July 2020 (**Promotion Period**).
- 4. Entry is open to Australian residents only who are over 18 years of age.
- 5. The promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.

# How to Enter

- 6. Each Wednesday (from 3 June 2020), the Promoter will announce on its Instagram page (@broadsheet\_melb) (Instagram Page) a new cocktail which will be prepared by the hosts of The Cocktail Show by Broadsheet IGTV. Each episode of The Cocktail Show will be posted on the Instagram Page each Friday during the Promotion Period (each a Weekly Post), commencing 5 June 2020. To enter this Promotion you must:
  - a. go to the Instagram Page and navigate to the Weekly Post;
  - b. post a photo of your own creation of the drink for that Weekly Post on your feed or story and include the hashtag #broadsheetcocktailshow.
- 7. Entries for each Weekly Post must be submitted by 17:00 (AEST) on the Tuesday following the Weekly Post to which they relate.
- **8**. Entries will be judged on originality, creativity and best depiction of the cocktail to which the entry relates. This is a game of skill, and chance plays no part in determining the winner.
- 9. One entry per person per Weekly Post is permitted.
- 10. Entrants can only enter via an Instagram account held in their own name. Entering under a false name/s may invalidate all entries. Multiple entries under different names may also invalidate all entries at the Promoter's discretion. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the competition is prohibited and may render all entries submitted by that individual invalid.
- **11.** Employees of the Promoter, immediate family members of any employee, and any associated company or agency of the Promotion are not eligible to enter.
- **12.** Entries not completed in accordance with these terms and conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

# **Draw and Prizes**

- 13. Judging will take place at Level 1, 231 Smith Street, Fitzroy, VIC 3065.
- 14. Entries will be pooled by the Weekly Post to which they relate (each an Entry Pool). Judging for each Entry Pool will take place from 14:00 (AEST) each Wednesday during the Promotion Period, commencing on 10 June 2020. Judging for the final Entry Pool will take place at 14:00 (AEST) on 15 July 2020.
- **15.** The best entry (as determined by the judges) for each Entry Pool will receive a pack of ingredients and Diageo alcoholic spirits to create their winning drink at home (valued at up to \$150, RRP including GST).
- **16.** Winning entries from each Entry Pool will then be submitted for judging for the major prize. Judging for the major prize will take place at 14:00 (AEST) on 16 July 2020. The best overall entry, as determined by the judges, will receive a full home cocktail-making set including ingredients, Diageo alcoholic spirits and a bar cart (valued at up to [3,000], RRP including GST).
- 17. Total prize pool value is at approximately \$3,900 including GST.
- **18.** Weekly Entry winners will be notified via Instagram direct message on the Monday following judging. In this message each winner will be sent instructions on how to redeem their prize, including the date and time by which they must do so. Weekly Entry prize winners will be announced on the Instagram Page each Friday.
- **19.** The major prize winner will be notified via Instagram direct message by 18.00 (AEST) on Monday 20 July 2020. In this message the winner will be sent instructions to redeem their prize, including the date and time by which they must do so.
- 20. The major prize winner's name will be published on the Instagram Page on or before 22 July 2020.
- 21. Prizes are non-transferable, non-refundable, and cannot be sold or exchanged for cash.



- **22.** The Promoter will make reasonable attempts to contact each winner. If a winner cannot be contacted, or does not redeem their prize within the timeframe stipulated by the Promoter, they will forfeit their prize and the Promoter may award the prize to the next best entry.
- 23. The Promoter reserves the right to alter the rules of the competition at any time.

#### General

- 24. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry and the Instagram terms of use. For the purposes of these content requirements, "entry content" includes any content (including text, photos and videos) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
- **25.** Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
- **26.** Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
- 27. An entrant's entry must not include:
  - a. any content that contravenes any law, infringes the rights (including, without limitation, any copyright, trade mark, patent, moral right or other intellectual property right) of any person or is obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving intoxication, nudity, malice, excessive violence or swearing); or
  - b. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
- **28.** The Promoter advocates the responsible service and consumption of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at <u>www.nhmrc.gov.au</u>.
- **29**. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry if deemed to be in breach of these Conditions of Entry.
- **30.** By submitting an entry to the Promotion, each entrant grants the Promoter a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferrable and sub-licensable licence and right to use, reproduce, edit, modify, publish, and communicate to the public all information, material, and intellectual property (including, without limitation, any works or other subject matter in which copyright subsists, and any images, designs, trade marks, patents, or trade secrets, and any associated rights) contained in or constituting that entry in connection with the Promotion. By submitting an entry, each entrant consents to any dealings the Promoter or its sublicensees may have with the entry content under the foregoing licence that may otherwise infringe their moral rights (including rights of attribution and integrity or against false attribution).
- 31. If for any reason any aspect of this Promotion does not run or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to applicable law.
- **32.** The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
- **33.** The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:



- a. Fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
- b. Tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
- c. Submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
- d. Acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
- e. Engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter. This includes where entrants use multiple names or addresses to register multiple entries.
- **34.** The Promoter and associated agencies and companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
- **35.** The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 36. The Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

#### Personal Information and Privacy

37. Your privacy is important to us. Your information is collected by Broadsheet Media Pty Ltd (Broadsheet) and will be used and held in accordance with our Privacy Policy (available at <a href="http://www.broadsheet.com.au/Melbourne/info/privacy-policy">http://www.broadsheet.com.au/Melbourne/info/privacy-policy</a>). Information you provide will be used for the purpose of sending you our newsletter, keeping in touch with you about news and information and promotions and notifying the winners of this promotion. You may remain anonymous. If you do not provide information, we may not be able to provide you with certain information or assistance. To access or change your information, please contact us using the details set out in our Privacy Policy.