

ARCHIE ROSE VIP COLDPLAY PROMOTION

TERMS AND CONDITIONS

The Promoter's Details

1. The promoter is ARD Operation Pty Limited ACN 632 014 049 trading as Archie Rose Distilling Co. of 61 Mentmore Avenue, Rosebery NSW 2018 (**Promoter**).
2. The Competition is authorised under NSW Permit No. TP/01789 and under ACT TP 24/01757.

Conditions of Entry

3. Entry to Archie Rose VIP Coldplay Promotion (**Competition**) is free and is open to residents of New South Wales, ACT, Victoria and Queensland over the age of 18 years that are customers of Independent Liquor Retailers and that have placed an order via ALM Liquor. These customers are set out here <https://ilr.net.au/banners/> . Please visit the link to see which customers are permitted to enter. Orders placed as part of allocation deals are excluded from the Competition.
4. The following persons are ineligible to participate in the Competition:
 - (a) all directors, officers, management, employees and other staff of the Promoter and the related bodies corporate of the Promoter; and
 - (b) all immediate family members (including spouses, children, parents and siblings) of directors, officers, management, employees and other staff of the Promoter and the related bodies corporate of the Promoter.
5. Participation in the Competition is deemed acceptance of these terms and conditions.
6. The Promoter may withdraw the Competition at any time or amend these terms and conditions in its sole and absolute discretion without any further notice to an eligible person or an entrant.

Competition Period

7. The Competition starts at 12:01 a.m. on 19 August 2024 and ends at 11:59 p.m. on 14 October 2024 (**Competition Period**).

How to Enter

8. To enter the Competition, an eligible person must during the Competition Period purchase any case or mixed case of Archie Rose product from <https://www.almliquor.com.au/> for one automatic entry into the competition. Get one additional entry for every additional case purchased.
9. All entrants must retain proof of purchase.
10. An eligible person can only enter the Competition in their own name.
11. Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).

Details of Prizes

12. There will be five (5) winners of the Major Prize and five (5) winners of a Secondary Prize (together, the **Prizes**).
13. Each winner of the Major Prize will receive:
 - (a) Double Private suite pass to see Coldplay, comprising:
 - (i) Private Suite access for two at Coldplay, Accor Stadium, Sydney on Saturday 9th November 2024, including ticketing, food and drinks (\$500 per ticket/\$5,000 total);
 - (ii) Flights to Sydney (VIC, ACT or Queensland winners only) (\$500 per person/\$5,000 total);
 - (iii) Hotel accommodation (\$350 per person/\$3,500 total)
14. The total value of the Major Prize is \$13,500.
15. Each winner of the Secondary Prize will receive an Archie Rose credit (\$250 per person).
16. The total value of the Secondary Prize is \$1,250.
17. The total value of the prize pool is \$14,750.
18. The Prizes are non-transferable, non-refundable and non-redeemable for cash.
19. The provision of the Prizes is subject to booking and availability as determined by the Promoter.
20. Any tickets included in the Prizes are valid for the time and date indicated on the tickets and are subject to the terms and conditions stipulated by the provider of the tickets.

Determination of Winners

21. The winners of the Competition will be determined randomly by lot drawn from the pool of eligible entries. The draw will be conducted electronically.
22. There will be fifteen (15) winners drawn from the pool of eligible entries. The first five drawn winner will be the winners of the Major Prize. The winners 6 through 10 will be the winners of the Secondary Prize. Ten reserve winners will also be drawn in case of unclaimed prizes.
23. The electronic draw will take place on 16 October 2024 at 11 a.m. The Promoter will use a random selection tool provided by Random Draws at www.randomdraws.com.au . The state registration number for Random Draws for SA – 1224.

Notification of Winners

24. A list of the winners of the Competition will be published on the Competition Website after the draw on 17 October 2024.
25. The winners of the Competition will be notified by email within 24 hours of the draw time and date specified at clause 23.
26. The details of the Prize will be provided to the Prize's winner by email to the email address nominated in their Competition entry.

Redemption of Prizes

27. A Prize can only be redeemed by the winner of that Prize and must be redeemed before 21 October 2024 (**Redemption Deadline**).
28. If a winner does not redeem their Prize before the Redemption Deadline, the winner will be deemed to have forfeited the Prize and will not be able to redeem the Prize thereafter.
29. The Promoter may require a winner to provide identification as required by the Promoter including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction at its sole discretion) in order to confirm the entrant's identity, age, residential address and eligibility to enter to the Competition.

Unclaimed Prize Draw

30. If a Prize is not redeemed by the winner on or before 11:59 p.m. on 24 October 2024 their entry will be deemed invalid and the Promoter will determine another winner from the list of reserved winners specified under clause 22.
31. If any Prize remains unclaimed, that information will be published on the Competition Website.

Competition Activities

32. Entrants must, at the request of the Promoter, participate in all promotional activities (such as publicity and photography) relating to, and incidental to, the Competition or the winning of a Prize, free of charge, and sign any additional documents reasonably required by the Promoter to give effect to this condition.
33. An entrant consents to the Promoter and the related bodies corporate of the Promoter using the entrant's name, likeness, image and/or voice in any promotional materials.
34. Without limitation, an entrant consents to being broadcasted, filmed, photographed or otherwise recorded without further notification, remuneration or compensation while participating in the Competition or in taking or using any Prize, and consents to the Promoter using any such broadcast, film, photo or recording at any time.

Disqualification

35. The Promoter reserves the right to verify, reject and/or disqualify any entries into the Competition (including after the winner has been determined and notified), including in circumstances where:
 - (a) the winner is unable to or refuses or fails to take part in any element of the Competition; or
 - (b) the winner is unable to provide identification as required by the Promoter to the Promoter's satisfaction;
 - (c) the winner provided incorrect, misleading or fraudulent information;
 - (d) the entry does not comply with any of these terms and conditions; or
 - (e) the entry is submitted by any person who tampers with or benefits from any tampering with the entry process, the operation of the Competition

or who acts in breach of these terms and conditions or who annoys, abuses, threatens or harasses any other person.

Disputes

36. If any dispute arises between an entrant and the Promoter concerning the conduct of the Competition or the redemption of a Prize, the Promoter will take reasonable steps consider the entrant's point of view, taking into account any facts or evidence put forward by the entrant, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspect of this Competition is final.

No Liability

37. To the extent permitted by law, the Promoter is not responsible or liable for:
- (a) inaccurate or incorrect transcription of entry information;
 - (b) purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, incomplete or entered other than as directed in the entry instructions;
 - (c) any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
 - (d) any unauthorised human intervention in any part of the Competition;
 - (e) any electronic or human error which may occur in the administration of the Competition;
 - (f) any loss suffered or sustained to person or property including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a winner and, where applicable, to any family or other persons accompanying a winner; or
 - (g) any injury or damage to persons or property, including to the computer of the participant or any other person related to, or resulting from, participation or downloading any materials in the Competition.
38. The Promoter and the related bodies corporate of the Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from negligence) in connection with the Competition or acceptance or use of the Prize except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

Privacy

39. The Promoter collects and stores personal information about an entrant for the purposes of conducting the Competition. The Promoter may disclose the entrant's personal information to its promotional partners, contractors and agents to assist in conducting the Competition.
40. The Promoter is bound by the *Privacy Act 1988* (Cth) (**Privacy Act**). The Promoter's privacy policy explains how the Promoter uses, manages and

protects personal information of individual entrants and forms part of these terms and conditions. A copy of the Promoter's privacy policy may be accessed on the Promoter's website at <https://archierose.com.au/terms/>.

41. By participating in the Competition, entrants acknowledge, agree, and accept that they are bound by the terms of the Promoter's privacy policy.
42. The Promoter will handle any personal information that the Promoter collects about an entrant in accordance with the Privacy Act and the Promoter's privacy policy.

General

43. A reference in these terms and conditions or in any advertisement relating to the Competition to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
44. These terms and conditions are governed by and construed in accordance with the laws of New South Wales.