

## ***“Archie Rose September Gin Giveaway”***

### **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 Unit 8, 28 McPherson Street, Banksmeadow NSW 2019 (**Promoter**).
2. The prize is provided by ARD Operation Pty Limited ACN 632 014 049 trading as Archie Rose Distilling Co. of Unit 8, 28 McPherson Street, Banksmeadow NSW 2019 (**Promoter**).
3. The benefiting organisations are the Promoter

#### **Conditions of Entry**

4. Entry to “**Archie Rose September Gin Giveaway**” (**Competition**) is free and is open to residents of Australia over the age of 18 years.
5. 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 Prize Partner;
  - (b) all immediate family members (including spouses, children, parents and siblings) of directors, officers, management, employees and other staff of the Promoter and their related bodies corporate;
  - (c) 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 5:00pm AEDT on 20 October 2024 and ends at 11.59pm AEDT on 25 October 2024 (**Competition Period**).

#### **How to Enter**

8. To enter the Competition, an eligible person must enter during the Competition Period:
  - (a) Complete the following steps on the post published at 5.00PM AEDT Sunday 20 October on @archierosedistillingco.
    - (i) Like the post
    - (ii) Comment on the post tagging a friend
    - (iii) Share the post to their story for an additional entry (optional).
9. Each eligible person may only submit up to two (2) entries to the competition by following the steps outlined in 8. a.

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 Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
12. By submitting an entry to the Competition, entrants acknowledge and agree that they will be added to the Promoter's Electronic Direct Mail marketing database. The Promoter will handle any personal information collected about an entrant in accordance with clauses 36 to 39 below.

#### **Details of Prize**

13. There will be one winner of the Prize.
14. The winners of the Prize will receive:
  - (a) 3 (THREE) x bottles of 700ml Archie Rose September Gin (one of each label). (Valued at RRP \$396)
  - (b) 1 (ONE) x September Bunch (Valued at RRP \$385)
  - (c) 5 (FIVE) x Empty Archie Rose Glass Bottles painted by renowned artist James Drinkwater
  - (d) 1 (ONE) x 4-pack of 200ml Fever-Tree Mediterranean Tonics
15. The maximum total value of the Prize is \$787.90.
16. The Prizes are non-transferable, non-refundable and non-redeemable for cash.

#### **Determination of Winner**

17. The winners of the Competition will be determined randomly by lot drawn from the pool of eligible entries. The draw will be conducted electronically.
18. The electronic draw will take place at 12.00PM (AEDT) on 28 October 2024 at the Promoter's address.
19. There will be one winners drawn from the pool of eligible entries.
  - (a) The first drawn winners will be the winner of the Prize;
20. An entrant may not win more than 1 prize.

#### **Notification of Winners**

21. The winners of the Competition will be notified by Instagram DM and comment on the Instagram Post within 2 business days of the draw.
22. The winners of the Competition will be published on the Terms & Conditions page within 2 business days of the draw.
23. The details of the Prize will be provided to the Prize winners by email to the email address provided via Instagram DM.

#### **Redemption of Prizes**

24. A Prize can only be redeemed by the winners of that Prize and must be redeemed before 10.00am (AEDT) on 28 October 2024 (**Redemption Deadline**).

25. If any 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.
26. 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 Winner**

27. If a Prize is not redeemed by the winner on or before the Redemption Deadline, their entry will be deemed invalid and the Promoter will determine another winner in accordance with clause 28 at 11.00am (AEDT) on 30 October 2024 at the Promoter's address (**Unclaimed Prize Draw**). The new winner will be notified by email within 24 hours of the Unclaimed Prize Draw.
28. If a Prize remains unclaimed 3 weeks after the winner of the Unclaimed Prize Draw is notified, that information will be published on the Competition Website.

### **Disqualification**

29. 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;
  - (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 associated with the operation of the Competition.

### **Disputes**

30. 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 to 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 aspects of this Competition is final.

### **No Liability**

31. 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.
32. 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

33. 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.
34. 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/>.
35. By participating in the Competition, entrants acknowledge, agree, and accept that they are bound by the terms of the Promoter's privacy policy.
36. 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

37. 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.
38. These terms and conditions are governed by and construed in accordance with the laws of New South Wales.
39. The Promoter can be contacted at the following details: 8/28 McPherson Street, Banksmeadow, 2019 and +61 2 8458 2300