

Sunny Days Vodka Promotion Terms and Conditions

Bottle Bros Pty Ltd ABN 89 621 865 585 of 5/137 Heritage Way, Glen Alpine, NSW 2560 (Promoter)

TERMS AND CONDITIONS

- 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.
- Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter 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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.
- 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- Promotion commences on **28 August 2023 and entries close 11:59pm AEST on 22 October 2023 (Promotional Period)**.
- To enter entrants must, during the Promotional Period:
 - Purchase a **16 pack of any Sunny Days Vodka pre-mixed vodka RTD** via <https://www.bottleobros.com.au/sunny-days>
 - Once purchased, entrants automatically go in the draw.**
- Incomplete, indecipherable, or illegible entries will be deemed invalid.
- Multiple entries permitted, subject to the following: (a) only **one (1) entry permitted per 16 pack purchased in each transaction**; and (b) each entry must be submitted separately and in accordance with entry requirements.
- 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.
- Entrants must retain their original purchase receipt(s), or a copy of the same, for all entries as proof of purchase. Failure to produce the 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. Purchase receipt(s) must clearly specify that a Transaction was made during the Promotional Period but prior to entry.
- The draw will take place at **5/137 Heritage Way, Glen Alpine, NSW 2560 at 10:00am AEDST on 23 October 2023**. Winners will be announced on the Bottle-o Bros Facebook and Instagram pages, emailed, and called.
- The Promoter's decision is final, and no correspondence will be entered into.
- The first valid entry drawn will win (First prize) the following:
 - 2 x return flights to the Gold Coast.
 - 2 nights' accommodation on the beachfront in Burleigh Heads, Gold Coast;
 - Exclusive VIP all inclusive tickets to the Grand Opening of the Sunny Days Distillery in November (dates to be confirmed);
 - Dinner for 2 at Rick Shores, Burleigh Heads; and
 - Merch pack.
- First prize is valued at approximately **\$4,000 AUD**
- The second valid entry drawn will win (2nd prize) the following:
 - A year Supply of Sunny Days Vodka RTD's (1 carton per month); and
 - Merch pack.
- Second prize is valued at approximately **\$1,100.00 AUD**
- The third valid entry drawn will win (3rd prize) the following:
 - 1 carton of Sunny Days Vodka RTD; and
 - Merch Pack.
- Third prize is valued at **\$200.00 AUD**
- The total prize pool value for this promotion is **\$5,300.00 AUD**
- If for any reason a winner does not redeem an element of a prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
- 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.
- Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- Without limiting any other terms herein, each entrant indemnifies the Promoter for any breach of the above terms.
- 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.
- 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- Nothing in these Terms and Conditions limit, exclude or modify 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

Sunny Days Vodka Promotion Terms and Conditions

similar consumer protection laws in the State and Territories of Australia (**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.

27. 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 any winner or entrant; or (g) use of a prize.
28. Bottle Bros Pty Ltd 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.
29. 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 obtained by emailing info@bottleobros.com.au. 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.
30. 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.
31. The Promoter is Bottle Bros Pty Ltd (ABN 89 621 865 585) of 5/137 Heritage Way, Glen Alpine, NSW 2560.