

**“ILR JOSE CUERVO PICNIC BASKET” PROMOTION TERMS AND  
CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Venues, Participating Stores 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 1<sup>st</sup> cousin.
4. Entries into the promotion at ILR participating venues open at 12.01am on 20 March 2024 and close at 11.59pm local time on 16 April 2024 (“**Promotional Period**”).
5. To be eligible to enter, individuals must spend \$20 or more in one transaction on any Jose Cuervo product from a Participating ILR outlet during the Promotional Period and complete the online entry form located at [www.liquorpromos.com.au](http://www.liquorpromos.com.au) (“**Qualifying Transaction**”). Personal shoppers only.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; (b) only one (1) entry permitted per person per day; and (c) each entry must be submitted separately and in accordance with entry requirements.
7. Entrants must retain a copy of their purchase receipts 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 the venue/store of purchase and that the purchase was made during the promotional period but prior to entry.
8. 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 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete, indecipherable, or illegible entries will be deemed invalid.
10. 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.

The draw will take place at Proximo Spirits Head Office Suite 12.02, Level 12, 65 Berry Street, North Sydney, NSW 2060 on the 3 May 2024 11am local time.

The winners will be notified by email and phone within two (2) business days of the draw. The winner will be published on [www.liquorpromos.com.au](http://www.liquorpromos.com.au) 6 May 2024.

11. The Promoter's decision is final and no correspondence will be entered into.
12. There are five prizes available. The first five valid entries drawn will each win a Jose Cuervo Picnic Basket pack. The prize includes a Jose Cuervo branded Picnic Basket and a Cuervo Fiesta Pack containing 10 x 330ml assorted cans of Jose Cuervo Sparkling Margarita. Each prize is valued at \$165.
13. The Promoter encourages consumers to enjoy responsibly. 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 [www.nhmrc.gov.au](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
14. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
15. If the 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.
16. Total prize pool value is \$825.
17. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. A draw for any unclaimed prizes, will take place on 16 July 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified by email and phone within two (2) business days of the draw and their name will be published on [www.liquorpromos.com.au](http://www.liquorpromos.com.au) 19 July 2024.
19. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Nothing in these Terms and Conditions limits, excludes or modifies 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 similar consumer protection laws in the States 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.

22. 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 a winner or entrant; or (f) use / taking of the prize.
23. 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 viewed at <https://proximospirits.com/privacy/>. 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, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), 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.

The Promoter is Proximo Spirits Pty Ltd (ABN 64 125 895 561) of Level 12, 65 Berry Street, North Sydney NSW 2060, telephone (02) 9672 6440. NSW Authority Number TP/02415.