

“JOSE CUERVO LIQUOR LEGENDS MINI BAR FRIDGE” PROMOTION

[DRAFT FOR APPROVAL]

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 who are Liquor Legends Rewards members. For clarity, individuals who are not current Liquor Legends Rewards members can sign up to become a Liquor Legends Rewards member during the Promotional Period. However, individuals must be registered Liquor Legends Rewards members prior to making a Qualifying Transaction (defined below).
3. Entries into the promotion open on 25/03/2026 and close at 11:59pm AEST on 05/05/2026 (“**Promotional Period**”).
4. Employees (and their immediate families) of the Promoter, 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 1st cousin.
5. A “**Participating Store**” is any Liquor Legends store nationally, including at www.liquorlegends.com.au, that stocks the Eligible Products (defined below) and advertises the promotion during the Promotional Period.
6. To be eligible to enter and receive an automatic entry into the draw, individuals must, in a single transaction, spend \$25 or more on any participating Jose Cuervo product (as listed below) at a Participating Store during the Promotional Period and scan/enter their Liquor Legends Rewards card at the time of completing their transaction (“**Qualifying Transaction**”). Eligible Products include:
 - Jose Cuervo Tequila Especial Silver 700ml;
 - Jose Cuervo Tequila Especial Gold 700ml;
 - Jose Cuervo Tequila Especial Silver 1L;
 - Jose Cuervo Tequila Especial Gold 1L;
 - Jose Cuervo Tradicional Gold 700ml;
 - Jose Cuervo Tradicional Silver 700ml;
 - Jose Cuervo Limonada 330ml;
 - Jose Cuervo Sparkling Margarita Lime 330ml;
 - Jose Cuervo Watermelon Sparkling Margarita 330ml;
 - Jose Cuervo Sparkling Coconut Margarita 330ml; and
 - Jose Cuervo Margarita Mix 1L Pack(each an “**Eligible Product**”).
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the amount spent on Eligible Products in that transaction in excess of \$25; and (b) each entry must be submitted separately and in accordance with entry requirements.

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 or indecipherable 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.
11. The draw will take place at Liquor Legends, Unit 7/ 747 Fairfield Road, Yeerongpilly QLD 4105 on 12/05/2026 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified by email and phone within five (5) days of the draw and their first initial, last name and postcode will be published online at <https://liquorlegends.com.au/lp/comp-winners> on 19/05/2026.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first four (4) valid entries drawn will each win one (1) Jose Cuervo branded Small Retro Mini (46L) bar fridge valued at \$599 and one (1) four (4) pack of Jose Cuervo Limonada valued at \$25 each. Total prize is valued at \$624.
14. Only one (1) prize is permitted per person (excluding SA residents).
15. Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
16. If for any reason a winner does not take a prize (or an element of a prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
17. 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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
18. If a prize (or any part of 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.
19. Total prize pool value is \$2,496
20. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. The prize/s must be claimed by 11:59pm AEST on 12/06/2026 (for the original winner/s) **and** 11:59pm AEST on 15/07/2026 (for the winner/s of the unclaimed prize draw, if any).

22. A draw for any unclaimed prizes may take place on 15/06/2026 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within five (5) days of the draw and their first initials, last name and postcode will be published online at <https://liquorlegends.com.au/lp/comp-winners> on 22/06/2026.
23. 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. The winner and their companion agree that they will not sell or otherwise provide their story and/or photographs to any media or other organisation apart from the Promoter or the Promoter's prize supplier.
24. 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.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. 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.
28. 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 of a prize.
29. Hotel Tourism and Management Pty Ltd ("Liquor Legends") collects personal information ("PI") in order to conduct this promotion and will use and handle PI in accordance with the Liquor Legends Privacy Policy available at <https://liquorlegends.com.au/privacy-policy>. In addition, Liquor Legends will provide the winner's PI to the Promoter in order to conduct the promotion and the Promoter 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 the winner's 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 Promoter's Privacy Policy also contains information about how winners may opt out, access, update or correct their PI, how winners may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All winning entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI from winners 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 (in the event that they are a winner) 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. The Promoter is Proximo Australia Pty Ltd (ABN 64 125 895 561) of Level 12, 65 Berry Street, North Sydney NSW 2060, telephone (02) 9672 6440 ("**Promoter**").