

## **“LMG JACK DANIEL’S 10 PACK HYPERBOOM” 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 Outlets (as defined below) 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. A participating outlet is any Bottlemart, Sip N Save, Harry Brown or Thirsty Camel outlet nationally that displays advertising material for this promotion (each a “**Participating Outlet**”).
5. Entries into the promotion open and close on the following dates depending on the Participating Outlet:
  - Bottle Mart, Sip n Save and Harry Brown: opens 08/09/2021 and closes at 11:59PM AEST on 05/10/2021; and
  - Thirsty Camel: opens 07/09/2021 and closes at 11:59PM AEST on 04/10/2021(each a “**Promotional Period**”).
6. To be eligible to enter, individuals must, during the relevant Promotional Period, purchase any specially marked Jack & Cola 4.8% 10 pack or Double Jack & Cola 10 Pack from a Participating Outlet (each an “**Eligible Product**”). Specially marked Eligible Products will contain a unique code on the inside of the pack (“**Unique Code**”).
7. To enter, individuals must then complete the following steps during the Promotional Period:
  - Visit <http://www.bottlemart.com.au/JD-Hyperboom> (for Eligible Products purchased at Bottlemart); <http://www.sipnsave.com.au/JD-Hyperboom> (for Eligible Products purchased at Sip N Save); <http://www.harrybrown.com.au> (for Eligible Products purchased at Harry Brown); or <https://wa.thirstycamel.com.au> (for Eligible Products purchased at Thirsty Camel);
  - Follow the prompts to the promotion entry page;
  - Input the requested details into the online entry form (including their full name, date of birth, address, email address, telephone number and the Unique Code); and then
  - Submit the fully completed online entry form.
8. Entrants must retain their original purchase receipt(s) and Unique Code(s) for all entries as proof of purchase. Failure to produce the required 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 store of purchase, that a Jack & Cola 4.8% 10 pack or Double Jack & Cola 10 Pack was purchased, and that the purchase was made during the Promotional Period but prior to entry.
9. 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.

10. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per Eligible Product purchased; (b) only one (1) Unique Code is permitted per entry; (c) the same Unique Code cannot be used more than once; (d) unrecognised Unique Codes will be deemed invalid; and (e) each entry must be submitted separately and in accordance with entry requirements.
11. Incomplete or indecipherable entries will be deemed invalid.
12. 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.
13. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 12/10/2021 at 10:00am AEDST in the presence of an independent scrutineer. 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 in writing within two (2) business days of the draw and their names will be published online at <http://www.bottlemart.com.au/JD-Hyperboom>, <http://www.sipnsave.com.au/JD-Hyperboom>, <http://www.harrybrown.com.au> and <https://wa.thirstycamel.com.au> from 18/10/2021.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first fourteen (14) valid entries drawn from all valid entries received will each win an Ultimate Ears Hyperboom Speaker valued at \$599.95.
16. If a prize (or part of a 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.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem the prize at the time stipulated by the Promoter, then the prize will be forfeited and will not be redeemable for cash.
18. 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.
19. Total prize pool value is \$8,399.30.
20. Prizes are not transferable or exchangeable and cannot be taken as cash.
21. A draw for the prize, if unclaimed, may take place on 13/01/2022 the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at <http://www.bottlemart.com.au/JD-Hyperboom>, <http://www.sipnsave.com.au/JD-Hyperboom>, <http://www.harrybrown.com.au> and <https://wa.thirstycamel.com.au> from 20/01/2022.
22. 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.
23. 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.

24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
25. 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.
26. 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 exclude 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.
27. The Promoter collects personal information ("PI") in order to conduct the promotion. By providing the Promoter with your PI, you consent that any or all of the PI submitted by you may be held and used by the Promoter and other companies within the Promoter's group of companies (details of which are available at <http://www.brown-forman.com/>) or the Promoter's agents, partners or licensees, to contact you in relation to the promotion and to further promote, to consider ways of improving, and to send you information about, Woodford Reserve's products and services by email and as otherwise set out in the Promoter's privacy policy, which is available at <https://www.brown-forman.com/privacy-policy/>. Your PI will be handled in accordance with the Promoter's privacy policy which contains information about how to access and correct PI that the Promoter holds about you, and how complaints can be made and will be resolved. If you do not provide all of the requested information you may be ineligible for the promotion and/or the Promoter may be unable to contact you with additional offers. Your PI may be transferred to the United States and may be shared with third-party service providers who process your PI in the United States or Australia solely to enable the provision of services to the Promoter. Your PI may be transferred to another company or entity in the event that any part of the Promoter's business is transferred to, sold to or merged with a company or entity or if the Promoter is required to do so by law, regulation or at the request of a public authority. If in the future, you do not wish to receive further communications from Woodford Reserve's and would prefer to be removed from its databases, if you simply wish to make corrections to your PI or if you have a complaint (which we will endeavor to resolve within a reasonable time), please inform us in writing at the address set forth in clause 29 below. All entries become the Property of the Promoter.
28. The Promoter is Brown-Forman Australia Pty Ltd (ABN 87 000 064 086) of Level 6, 280 Elizabeth Street, Surry Hills NSW 2010. Telephone: (02) 9764 8777.

**NSW Authority No. TP/01052. ACT Permit No. TP21/00953. SA Permit No. T21/872**