

“CANADIAN CLUB BAD SWEATER RASHIE BWS” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the gift form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The promoter is Beam Suntory Australia Pty Ltd (ABN 85 003 953 357) of Level 18, 100 Pacific Highway, North Sydney, NSW 2060, telephone: 02 8977 9700 (“**Promoter**”).
3. Claims are only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, participating BWS stores and agencies associated with this promotion are ineligible to claim. 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. Promotion commences on 09/01/2019 and ends at 11:59pm AEDST on 29/01/2019 or when 4,200 valid claims have been received, whichever is first to occur (“**Promotional Period**”).
6. To be eligible to claim a gift, individuals must spend over \$20 on any Canadian Club product in a single transaction at a participating BWS store (“**Qualifying Transaction**”). A participating BWS store is any BWS store nationally that displays promotional material for the promotion. Upon making their Qualifying Transaction, individuals will be provided a purchase receipt, which includes a unique code (“**Unique Code**”). In the event a Unique Code isn't automatically provided by a member of staff, it is the individual's responsibility to request one.
7. To claim a gift, individuals must then complete the following steps during the Promotional Period:
 - visit www.promoconditions.com.au/rashie and follow the prompts to the promotion claim page;
 - input the requested details into the online claim form (including their full name, email address, postal address, age, Unique Code, gender and rashie size);
 - enter their payment details to pay the \$9.95 postage and handling fee. Payment of \$9.95 can only be made via PayPal and will be processed at the time the claim is submitted online. For the removal of doubt, if a claimant's claim is not successful, they will not be charged the \$9.95 fee; and then
 - submit the fully completed online claim form.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim 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 claims will be deemed invalid.
10. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Transaction (regardless of the amount spent on Canadian Club in that transaction in excess of \$20.01); and (b) each claim must be submitted separately and in accordance with claim requirements. Offer is strictly limited to the first 4,200 valid claims received.

11. Claimants must retain either their original or a copy of their BWS purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a reward. Purchase receipt(s) must clearly specify the store of purchase, the Unique Code, that more than \$20 was spent on Canadian Club and that the purchase was made during the Promotional Period but prior to claim.
12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
13. Successful claimants will be notified immediately on screen at the time of submitting their claim and by email.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The 4,200 valid claims received will each be awarded the gift of a Canadian Club "Bad Rashie" in blue valued at \$59.95.
16. The rashie is only available in four (4) sizes (small, medium, large and extra-large). Whilst the Promoter will attempt to award the rashie size in accordance with the size selected on the claim form, the exact rashie size to be awarded will be subject to availability and at the discretion of the Promoter.
17. If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Gifts are not transferable or exchangeable and cannot be taken as cash.
19. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
22. 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.

23. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.
24. 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 www.jimbeam.com/en-int/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 personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

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