

**“CANADIAN CLUB BAD SWEATER SUIT CHANCE TO WIN BWS” PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Beam Suntory Australia Pty Ltd (ABN 85 003 953 357) of Level 18, 100 Pacific Highway, North Sydney, NSW 2060 (“**Promoter**”). Telephone: 02 8977 9700.
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Participating Stores (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 1st cousin.
5. Promotion commences on 27/05/2020 and closes at 11:59pm AEST on 30/06/2020 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
 - Spend \$30 or more on in a single transaction on any Canadian Club product at a Participating Store (“**Qualifying Transaction**”). Upon making their Qualifying Transaction, individuals will be provided with a purchase receipt that contains a unique code (“**Unique Code**”). In the event a Unique Code is not automatically provided by a member of staff, it is the individual’s responsibility to request one; and then
 - Visit www.bws.com.au/win/cc-bad-sweater-suit, follow the prompts to the promotion entry page, input the requested details (including their full name, email address, telephone number, address and the Unique Code), select their preferred Bad Sweater Suit size (S, M, L or XL) and submit the fully completed entry form (“**Initial Entry**”).

Entrants who scan their Woolworths Rewards card at the time of making their Qualifying Transaction will automatically receive one (1) bonus entry (“**Bonus Entry**”) into the draw, in addition to their Initial Entry.

7. A participating store is any BWS store nationally that displays advertising material for this promotion (each a “**Participating Store**”).
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. Multiple entries permitted, subject to the following: (a) only one (1) Initial Entry permitted per Qualifying Transaction (regardless of the amount spent on Canadian Club in excess of \$30 in that transaction); (b) only one (1) Bonus Entry permitted per Qualifying Transaction; (c) each entry must be submitted separately and in accordance with entry requirements; (d) only one (1) Unique Code per entry is permitted; (e) the same Unique Code cannot be used more than once; and (f) unrecognised codes will be deemed invalid.
11. 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.
12. Entrants must retain their original purchase receipt(s) 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 store of purchase, that \$30 or more was spent on Canadian Club and that the purchase was made during the Promotional Period but prior to entry.
13. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 07/07/2020 at 12noon AEST, 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 www.bws.com.au/win/cc-bad-sweater-suit from 17/07/2020.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first one thousand (1,000) valid entries drawn will each win a three (3) piece Bad Sweater Suit valued at \$129.99. Each three (3) piece suit includes a jacket, shorts and a tie.
16. Whilst the Promoter will endeavour to award the Bad Sweater Suit size as specified on a winner's entry form (S, M, L or XL), the exact Bad Sweater Suit size to be awarded will be subject to availability and will be determined by the Promoter in its discretion.
17. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.

19. Total prize pool value is \$129,990. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any unclaimed prizes may take place on 08/10/2020 at 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 www.bws.com.au/win/cc-bad-sweater-suit from 16/10/2020.
21. 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.
22. 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.
23. 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.
24. 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.
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 2010, 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 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.

27. 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://www.beamsuntory.com/privacy-policy>. 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 (see the Promoter's Privacy Policy for details).

NSW Permit No. LTPS/20/42579

ACT Permit No. TP20/00335

SA Permit No. T20/301