

“CANADIAN CLUB SUMMER SUIT CTW – 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, BWS 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 6 January 2021 and closes at 11:59PM AEDST on 2 February 2021 (“**Promotional Period**”).
 6. To enter, individuals must complete the following steps during the Promotional Period:
 - Spend \$30 or more in a single transaction on any Canadian Club products at a Participating Store (“**Qualifying Transaction**”). Upon making their Qualifying Transaction, individuals will be provided a proof of purchase and unique code by a member of staff. If a proof of purchase and/or unique code is not automatically handed to them, it is the individual’s responsibility to request it; and then
 - Visit <https://bws.com.au/win/summer-suit>, follow the prompts to the promotion entry page, input the requested details (including first and last name, email address, telephone number and the unique code), select their Canadian Club Summer Suit size (S, M, L or XL) from the sizes available and submit the fully completed entry form.
- Entrants will receive one (1) entry into the draw for completing the steps outlined above.
7. To receive an additional entry into the draw, individuals must scan their registered Everyday Rewards card at the time of making their Qualifying Transaction. In order to be eligible to receive the prize, individuals must remain a registered cardholder of the Everyday Rewards card used for the Qualifying Transaction on the relevant draw dates. For avoidance of doubt, holders of temporary Everyday Rewards cards are not eligible for the additional entry, as temporary Everyday Rewards cards are not registered cards. See woolworthsrewards.com.au for full Everyday Rewards program details.
 8. A participating store is any BWS store nationally that displays material advertising this promotion (each a “**Participating Store**”).
 9. Multiple entries permitted, subject to the following: (a) a maximum of two (2) entries (i.e. one (1) initial entry and one (1) additional entry) is permitted per Qualifying

Transaction (regardless of the amount in excess of \$30 spent on Canadian Club products in that transaction); (b) each entry must be submitted separately and in accordance with entry requirements; (c) a maximum of one (1) entry per person per day is permitted for NSW residents; (d) a maximum of two entries per person per day is permitted for all other States/Territories; and (e) a maximum of one (1) prize is permitted per person (excluding SA residents).

10. Entrants must retain their original purchase receipt(s) and unique code(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 and that the purchase was made during the promotional period but prior to entry.

11. 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.

12. Incomplete or indecipherable entries will be deemed invalid.

13. 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.

14. The draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099 on 9 February 2021 at 10am 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. Winners will be notified by in writing within two (2) business days of the draw and their names will be published online at <http://ccpromotions.com.au/summersuit> on 11 February 2021.

15. The Promoter's decision is final and no correspondence will be entered into.

16. The first one thousand (1000) valid entries drawn will each win a Canadian Club Summer Suit (includes shorts and a shirt) valued at \$125.

17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

18. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.

19. Total prize pool value is \$125,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. A draw for any prizes that have been won but remain unclaimed may take place on 10 May 2021 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 telephone and email within two (2) business days of the draw and their names will be published on <http://ccpromotions.com.au/summersuit> on 12 May 2021.

21. 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.

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 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 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. The Promoter will not disclose PI to any entity outside of Australia.

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