

## **“CANADIAN CLUB CHANCE TO WIN 1 OF 3 TRIPS TO NIAGARA FALLS (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. Entry is only open to Australian residents (excluding NT) aged 18 years or over.
3. Entries into the promotion open on 29/05/2024 and close at 11:59pm AEST on 25/06/2024 (“**Promotional Period**”).
4. Employees (and their immediate families) of the Promoter, Participating Outlets (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.
5. A participating outlet is any BWS liquor retailer nationally that displays material featuring this promotion, including the BWS online store (“**Participating Outlet**”).
6. To be eligible to enter, individuals must, during the Promotional Period, spend \$40 or more on any Canadian Club product, in a single transaction, at any Participating Outlet (“**Qualifying Transaction**”). If a purchase receipt is not handed to the individual at the time of making their Qualifying Transaction in a physical store or received online following an online purchase, it is the individual’s responsibility to request one.
7. To enter, individuals must then, scan the QR code available in physical Participating Outlets or visit [ccpromotions.com.au/bwsniagarafalls24](http://ccpromotions.com.au/bwsniagarafalls24), follow the prompts to the promotion entry page, input the requested details, upload a copy of their receipt, and submit the fully completed entry form during the Promotional Period. For clarity, purchases made on the BWS online store are not automatic and entrants must submit their entry online and retain their receipt.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the amount spent in that transaction in excess of \$40; and (b) each entry must be submitted separately and in accordance with entry requirements.
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. 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 product purchased, the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
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, 3 Amy Close, Wyong NSW 2259 on 02/07/2024 at 11:00am 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. Winner will be notified by email and phone within seven (7) days of the draw and their names will be published online at [ccpromotions.com.au/bwsniagarafalls24](http://ccpromotions.com.au/bwsniagarafalls24) on 09/07/2024.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first three (3) valid entries drawn will each win a trip for two (2) adults to Niagara Falls valued at up to AUD\$22,500, depending on date and point of departure.

Prize includes:

- Two (2) x return economy airfares from the winner's nearest closest Australian capital city to Ontario, Canada;
- Eight (8) days car hire;
- Two (2) nights' accommodation in Ontario, Canada (minimum 4star) in a double/twin room;
- A private Niagara Falls helicopter experience for two (2) adults. Maximum weight and luggage restrictions apply to the helicopter flight and the flight is weather dependent;
- Three (3) nights' accommodation in a luxury tiny home in the wilderness of Ontario, Canada (double/twin share) including a welcome pack; AUD \$1,000 spending money (for the winner only);
- A private nine (9) course 'Wilderness dining experience' including a Canadian Club cocktail for two (2) and return private transport for two (2) adults to the private wilderness dining experience from Toronto Canada;
- Two (2) nights' accommodation in Toronto, Canada (double/twin share); and
- Comprehensive travel insurance (subject to all travellers having no pre-existing medical conditions and being under 59 years).

Additional spending money, additional meals, taxes (excluding airline and airport taxes), additional insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Winners and their companion must finalise the prize booking within two months of the date that they successfully claimed the prize and were verified as the valid winner. Travel must be booked at least 60 days prior to intended travel departure. Prize must be taken within 12 months of the draw and is subject to booking and flight availability. Once the prize has been claimed, winners and guest/s will be required to complete a further prize booking form including liability and publicity waiver within one month of the date that they successfully claimed the prize and were verified as a valid winner. Winners and guest/s 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 Mavel Group (the "**Prizing Agency**"). Frequent flyer points will not form part of the prize. Winners and their companion must depart from and return to the same departure point and travel together. Prize is subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in. Prize is a single event holiday and cannot be separated into different holiday vacations. Availability cannot be guaranteed during Christmas, school holiday and special event periods. All passengers must travel together on the same flights and stay at the same property. Winners (and their guest) acknowledge that the legal drinking age in Canada is 19 years and older in every province and territory except Quebec, Manitoba and Alberta where it is 18 years and older. Winners and their travel companion(s) must meet all

travel requirements and conditions of entry for all third-party suppliers (i.e Hotels, Airlines, Restaurants, Events, Activity suppliers etc). Winners must provide their bank account details in order for the spending money portion of the prize to be awarded. No compensation or alternative travel plans will be arranged should the prize winner and/ or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel companion. Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$165 per person (including GST) plus supplier charges which is payable by the winner. Travel itinerary will be determined by the Promoter in its absolute discretion. Should a winner wish to extend their trip, permission must be sought from the Promoter who will decide in its absolute discretion. In the event the Promoter agrees for the winner to extend, all additional expenses to extend will be at the winner's own expense, including any additional cost to extend their travel insurance policy by additional days, to ensure continuity of cover for the full duration of the trip.

16. Winners and their companion will each be required to fully complete a travel insurance application form provided by the Promoter and may also be required to undergo medical tests as required by the Promoter's nominated travel insurer, in order to redeem the travel insurance element of the prize. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance element of the prize. Travel insurance will be provided by the Promoter's nominated travel insurer, and subject to approval by the travel insurer. In the event that the Promoter's nominated travel insurer refuses to issue insurance to the winner and companion, the winner forfeits that travel insurance element of the prize. Travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer, including but not limited to any limitations on the covered amount.
17. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
18. Winners and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and other travel documentation (including, without limitation, proof of COVID-19 vaccination in an appropriate form, if required) at their own cost. Travel suppliers/airlines to be chosen at the discretion of the Prizing Agency.
19. Further travel conditions apply including, but not limited to:
  - a) The prize winner and their companion must possess a valid Australian passport with a minimum of six (6) months validity from the date of scheduled return to Australia. It is the responsibility of each prize winner and their companion to ensure that they have full and correct documentation and vaccinations for travel.
  - b) Winners and their travel companion must meet the eligibility requirements of ETA Visa Waiver for entry into Canada and will be responsible for securing their ETA Visa Waiver, prior to their trip, at their own expense.
  - c) No compensation or alternative travel plans will be arranged should a prize winner and/or their travel companion miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel companion.
20. Car hire prize is subject to standard rental conditions. Petrol and insurance is not included. Winners must meet all the rental conditions for car hire as prescribed by the car rental

company, for example (including but not limited to) minimum driver age must be 21 years or older and maximum driver age is 85 years of age and the nominated driver must have held a full licence for at least 1 year, etc. If a winner does not meet the criteria (e.g. suspended licence) they must nominate a guest who meets the car rental company's requirements and the guest must be the nominated driver on the rental agreement. It is strongly recommended that winners obtain an international driver's licence.

21. 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.
22. 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.
23. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
24. If a prize (or 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.
25. Total prize pool value is up to AUD\$67,500.
26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
27. A draw for any unclaimed prizes may take place on 02/08/2024 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 seven (7) days of the draw and their name/s will be published online at [ccpromotions.com.au/bwsniagarafalls24](http://ccpromotions.com.au/bwsniagarafalls24) from 09/08/2024.
28. 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.
29. 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.
30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
31. 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.

32. 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.
33. 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) if the Niagara Falls helicopter experience or 'Wilderness dining experience' is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of a prize.
34. 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/en/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 (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 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.
35. The Promoter is Beam Suntory Australia Pty Ltd (ABN 85 003 953 357) of Level 18, 100 Pacific Highway, North Sydney 2060, telephone 02 8977 9700 ("Promoter").

NSW Authority No. TP/02213. ACT Permit No. TP24/00846. SA Permit No. T24/658