

**BWS CONSUMER REDEMPTION OFFER
~ JACK DANIEL'S 1L BARREL OAK CRADLE ~**

TERMS AND CONDITIONS

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating BWS stores and agencies associated with this offer 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.
3. Offer commences on 12/07/2017 and closes for purchases at 11:59pm AEST on 01/08/2017 ("Purchase Period"). Claims close at 11:59pm AEST on 31/08/2017 or once 2,000 valid claims has been received, whichever occurs first ("Offer Period").
4. To be eligible to claim the offer, individuals must purchase (1) one Jack Daniel's 1 Litre bottle from any BWS store nationally during the Purchase Period ("Qualifying Transaction"). Individuals must obtain a purchase receipt, at the time of making the Qualifying Transaction. Each purchase receipt will contain a unique code at the base of the receipt ("Unique Code"). Only one (1) Unique Code is permitted per Qualifying Transaction. Claimants must retain their original BWS purchase receipt to claim and for verification purposes.
5. To claim the offer, individuals must then, during the Offer Period, visit www.jackspromo.com.au/bws and undertake the following steps:
 - follow the prompts to the claim page;
 - input the requested details including the Unique Code;
 - enter their payment details (either credit card or PayPal) to pay \$39 which includes the postage and handling fee. Payment of \$39 can only be made via credit card (Visa and Mastercard accepted only) or PayPal. Payment will be processed at the time the claim is submitted online;
 - agree to the full Terms and Conditions; and submit the fully completed online claim form.

For the removal of doubt, the offer consists of the opportunity to purchase a Jack Daniel's 1L Barrel Oak Cradle valued at \$99 for only \$39. The offer is limited to the first 2,000 valid claims received. The online claim form will close once the last Jack Daniel's 1L Barrel Oak Cradle has been purchased.

6. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (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 including but not limited to postage and handling costs or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. 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.
7. Incomplete or indecipherable claims will be deemed invalid.
8. Only one (1) claim permitted per person. Offer is strictly limited to the first 2,000 valid claims received.
9. 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.
10. The Promoter's decision is final and no correspondence will be entered into.
11. The first two thousand (2,000) valid claims received will each be eligible to purchase a Jack Daniel's 1L Barrel Oak Cradle valued at \$99 for only \$39 (including postage and handling). Please allow up to 28 working days for delivery.
12. Successful claimants will be notified in writing by email.
13. The total value of the offer is \$120,000.
14. Offer is to be taken 'as is'. Jack Daniel's 1L Barrel Oak Cradle may contain small scratches or minor defects. **Jack Daniel's beverage product/s will not form part of the offer. Offer is for a discounted barrel oak cradle only.**
15. The Promoter encourages consumers to enjoy alcohol 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.

16. 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 offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
17. If this offer 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 offer, as appropriate.
18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
19. 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 offer.
20. 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) the offer.

21. 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, Jack Daniel's Australia products and services by email and as otherwise set out in the Promoter's privacy policy, which is available at <http://legal.b-f.com/content/au-jd-pp-2016>. 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 Jack Daniel's Australia 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 22 below. All entries become the Property of the Promoter.
22. The Promoter is Brown Forman Australia Limited (ABN 87 000 064 086) of Level 6, 280 Elizabeth Street, Surry Hills NSW 2010. Telephone: 02 9764 8777.

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