

## JSQ Premium Occasions On-Pack Promo - BWS & Dans Terms & Conditions ("Conditions of Claim")

Schedule	
<b>Promotion:</b>	JSQ Premium Occasions On-Pack Promo - BWS & Dans
<b>Promoter:</b>	Lion - Beer, Spirits & Wine Pty Ltd ABN 13 008 596 370, Level 7, 68 York St, Sydney, NSW 2000, Australia. Ph: 1800 677 852
<b>Promotional Period:</b>	<b>Start date:</b> 15/09/23 at 12:01 am AEST <b>End date:</b> 15/01/24 at 11:59 pm AEDT (for purchases) and 29/01/24 at 11:59 pm AEDT (for online claim submission)
<b>Eligible claimants:</b>	Claims are only open to Australian residents who are 18 years and over.
<b>How To Claim</b>	<p>To claim a gift, the claimant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> <li>purchase a 6-pack or a case of James Squire One Fifty Lashes in one (1) transaction, to share, from any Dan Murphy's or BWS store in Australia or at <a href="http://www.danmurphys.com.au">www.danmurphys.com.au</a> or <a href="https://bws.com.au/">https://bws.com.au/</a> ("Participating Venues") between 15/09/23 at 12:01 am AEST and 15/01/24 at 11:59pm AEDT; and</li> <li>scan the QR code featured on the specially marked pack to be directed to the Promotion claim form page, follow the prompts to the Promotion claim form page; fully complete and submit the online claim form by 29/01/24 at 11:59 pm AEDT with their personal details (first name, last name, email address, mobile number and state/territory of residence), date of purchase, retailer of purchase, product purchased (either 6-pack or case (NB: may only specify one (1) type on the claim form irrespective if both types are purchased^), upload a scanned copy or photo of their receipt for the qualifying transaction, and select the tick box to consent to: the Promotion terms and conditions &amp; the Promoter's Privacy Policy.</li> </ol> <p>^The claimant will receive the applicable gift card as listed below based on selection of whether a 6-pack or case is purchased.</p> <p><b>Proof of Purchase:</b> The claimant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying purchase.</p> <p>The claimant must fill out the online claim form for every claim.</p>
<b>Claims permitted:</b>	<p>Multiple claims permitted subject to the following:</p> <ol style="list-style-type: none"> <li>only one (1) claim can be submitted per qualifying transaction/receipt;</li> <li>limit one (1) claim permitted per person each day;</li> <li>maximum of three (3) claims permitted per person in total; and</li> <li>each claim must be submitted separately and in accordance with the claim instructions above.</li> </ol>

  

Gift Description	Value (per gift)	Winning Method
<p><b>Gift 1:</b> \$20 Digital Dine In Gift Card awarded for the purchase of a specially marked case of James Squire One Fifty Lashes.</p> <p>Gift card may be used at ALH participating venues only - see venue finder on the promotional website for venue list.</p>	AUD\$20.00	Guaranteed Offer
<p><b>Gift 2:</b> \$5.00 Digital Dine In Gift Card awarded for the purchase of a specially marked 6-pack of James Squire One Fifty Lashes.</p> <p>Gift card may be used at ALH participating venues only - see venue finder on the promotional website for venue list.</p>	AUD\$5.00	Guaranteed Offer

\*Numbers based on maximum number of specially marked six packs and cases to be printed for this Promotion.

**Gift  
Conditions:**

Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. Gift card terms available at:

<https://www.jamessquire-everypackwins.com.au/giftcardterms>.

The gift card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("EML") and distributed by The Card Network ("TCN") Pty Ltd ABN 87 626 501 568.

The gift will be delivered by email (to the email address provided by the claimant in the online claim form) within 3 days from date of claim submission and subject to any verification requirements.

The Promoter is not responsible for non-receipt of the gift due to the claimant providing an incorrect or invalid email address on the claim form. Claimants are responsible to check their spam filter for delivery of the gift.

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" 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. Claimants must keep their proof of purchase specified in How to Enter for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to a gift. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for claim; and (c) that the purchase was made during the Promotional Period and prior to claim. If the Promoter invalidates a claim and forfeits the claimant's right to a gift, the Promoter may require a gift already awarded to be returned to the Promoter or a Participating Venue.
6. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Claimants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at <https://www.liquorandgaming.nsw.gov.au/>.
7. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.

8. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. 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.
9. Claimants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.lionco.com/legal/privacy-policy>. The Promoter's privacy policy contains information about how the claimant may access, update and seek correction of the personal information the Promoter holds about them and how the claimant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, gift suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a gift in the Promotion. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.
10. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
12. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected claims, or suspend or modify a gift, subject to State or Territory regulation.
13. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involved manipulating, interfering or tampering with this Promotion or otherwise preventing the conduct of the Promotion as intended by the Promoter.
14. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion or claiming a gift, the Promoter will resolve the dispute in direct consultation with the claimant. If the dispute cannot be resolved the Promoter's decision will be final.
15. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any gift (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

16. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
17. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.