

“JIM BEAM AFL BWS CHANCE TO WIN PROMOTION”
TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 BWS stores 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 at 00:01am AEST on 02/08/2017 and closes at 11:59pm AEST on 06/09/2017 (“Promotional Period”).
6. To enter, individuals must complete the following steps during the Promotional Period:
 - a) Spend \$30 or more on any Jim Beam product(s) in a single transaction at a participating BWS store (“**Qualifying Transaction**”). A participating BWS store is any BWS store that displays promotional material for the promotion. Upon making their Qualifying Transaction, individuals will be provided a purchase receipt, which will contain 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
 - b) Visit www.jimbeampromotions.com.au/afl-bws, follow the prompts to the promotion entry page, input the requested details (including their first name, surname, age, email address, mobile number and residential address) and their Unique Code and submit the fully completed entry form.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent in excess of \$30, except for transactions that contain a Jim Beam Double Serve four (4) x 375ml pack); (b) consumers who purchase Jim Beam Double Serve four (4) x 375ml pack in their Qualifying Transaction will be given one (1) additional entry into the promotion (limit of one (1) additional entry per Qualifying Transaction regardless of the number of Jim Beam Double Serve four (4) packs purchased in that 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. 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.
12. A draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 08/09/2017 at 10:00am AEST. The winner will be notified in writing within two (2) business days of the draw and their name published online at www.jimbeampromotions.com.au/afl-bws from 11/09/2017.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win a VIP AFL Grand Final ("Grand Final") experience for four (4) adults (aged 18 years or over) valued at up to \$37,700, depending on point of departure. Prize includes:
 - Four (4) x return business class airfares from winner's nearest capital or major Australian city to Melbourne, VIC (only provided if winner resides outside of VIC. If the winner is from VIC then the prize does not include airfares and the airfare component of the prize is not redeemable for cash). In the event business class airfares are not available on the winner's route, economy class airfares will be provided and the winner will not be provided cash in lieu;
 - Return transfers between airport and accommodation;
 - Four (4) nights twin share four (4) star accommodation at the Park Hyatt hotel (including breakfast daily on set menu);
 - Private chauffeured driven hire car available on stand by for six (6) consecutive hours on Friday 29/09/17, Saturday 30/09/17 and Sunday 01/10/2017 for the winner to use at their discretion and in order to attend prize events;
 - Locker room access and tour of the MCG for four (4) on 29/09/2017;
 - Attendance at North Melbourne Grand Final breakfast function the morning of the Grand Final at Melbourne Convention and Exhibition Centre (8am to 10:30am) for four (4);
 - Helicopter ride for four (4) over the MCG the morning of the Grand Final (11am to 11:30am). Maximum weight limit of 500kg combined applies.
 - Watch the Grand Final teams warm up from the hallowed turf for four (4);
 - Four (4) x tickets to the Grand Final on 30/09/2017 (Grand Final AFL Authorisation Code: GFAFL17/36);
 - Entry into a 2017 AFL Grand Final post-match function for four (4) on Saturday 30/09/2017 in the precinct of the MCG and surrounding Yarra Park, inclusive of cocktail food and beverage service. Entry into the post-match function will be subject to the State of Victoria liquor licensing laws, managed by independent security and catering staff. In the case of the winner and/or his/her companions being refused entry based on liquor licensing laws, the winner will forfeit this element of the prize, with the AFL and the Promoter holding no accountability for the refund of any value of this component of the prize.
 - \$2,000 credit (awarded in the form of an EFTPOS card) for food and beverages at the Grand Final (based on \$500 per person); and
 - \$3,000 spending money for the winner only (awarded in the form of an EFTPOS card).

Prize must be taken to coincide with the AFL Grand Final held on 30/09/2017 with flights departing on 28/09/2017, subject to booking and flight availability. Additional spending money, meals, insurance, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs are not included.

15. The winner and his/her companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
16. The winner must claim their prize by 5pm AEST on 12/09/2017 and must complete their booking by 5pm AEST on 15/09/2017. Once the winner has claimed the prize, and the booking has been confirmed, the winner is unable to make any changes to the booking, unless otherwise authorised by the Promoter in its absolute discretion. If permitted, a fee of \$150 (including GST) plus supplier charges will be incurred, which will be payable by the winner. The Promoter recommends the winner and his/her companions obtain comprehensive travel insurance.
17. The winner and his/her companions agree that they will not sell or otherwise provide their store and/or photographs to any media outlet or other organisation.
18. If the 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.
19. 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.
20. Total prize pool value is up to \$37,700.
21. Prize is not transferable or exchangeable and cannot be taken as cash.
22. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
23. A draw for the prize, if unclaimed, may take place on 16/09/2017 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 name published online at www.jimbeam promotions.com.au/afl-bws from 25/09/2017. In the event of a re-draw winner, the re-draw winner must claim their prize by 5pm AEST on 21/09/2017 and must complete their booking by 5pm AEST on 22/09/2017.
24. The AFL Grand Final ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
25. As a condition of accepting the prize, the winner (and his/her companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
26. 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.

27. 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.
28. 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.
29. 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.
30. 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, taking of or participation in any element of the prize.
31. 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.jimbeam.com/en-int/privacy. 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 personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).

Grand Final AFL Authorisation Code: GFAFL17/36

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