

## **“JACK DANIEL'S USA BBQ LOVER'S DREAM TRIP” 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 21 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (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.
4. Entries into the promotion open on 28/06/24 and close at 11:59pm AEST on 01/08/24 (**“Promotional Period”**).
5. A participating store is any online or in-store BWS store located in Australia (excluding NT) that stocks an Eligible Product (defined below) and displays advertising material relating to this promotion during the Promotional Period (each a **“Participating Store”**).
6. To be eligible to enter, individuals must, in a single transaction, spend \$30 or more on any Jack Daniel's product (each an **“Eligible Product”**) from a Participating Store (**“Qualifying Transaction”**). In the event that a purchase receipt is not provided to an entrant for their Qualifying Transaction, it is the entrant's responsibility to request such materials.
7. To enter, individuals must then, during the Promotional Period, visit <https://bwsbbq.jackdaniels.com>, follow the prompts to the promotion entry page, input the requested details (including but not limited to their full name, full mailing address, phone number, email and date of birth), upload a photo of their purchase receipt and submit the fully completed entry form.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent on Jack Daniels products in that transaction in excess of \$30); (b) only two (2) entries per person per day permitted; and (c) each entry must be submitted separately and in accordance with entry requirements.
9. Only one (1) prize is permitted per person (excluding SA).
10. Entrants must retain a copy of their 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, Participating 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 Anisimoff Legal, G13, Amy Close, North Wyong NSW 2259 on 08/08/24 at 2:00pm 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. Winners will be notified by email and telephone within seven (7) days of the draw and their names will be published (initial, surname and postcode) online at <https://bwsbbq.jackdaniels.com> from 12/08/24.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win a trip for two (2) adults to attend the 2024 Jack Daniel's World Championship Invitational Barbecue in Lynchburg, Tennessee, USA valued at up to AU\$21,734 (depending on point of departure). Prize must be taken between 09/10/24 and 16/10/24.

Prize includes:

- Two (2) x return economy airfares from the winner's nearest capital city to Nashville, Tennessee, USA;
- Seven (7) x nights twin or double share 4-star accommodation in Nashville, Tennessee, USA;
- Two (2) x tickets to day 2 of the 2024 Jack Daniel's World Championship Invitational Barbecue in Lynchburg, Tennessee, USA scheduled to take place on 12/10/24;
- Private return transfers for two (2) adults from the accommodation in Nashville, Tennessee, USA to the 2024 Jack Daniel's World Championship Invitational Barbecue;
- One (1) x private tour of American BBQ establishments in Tennessee, USA for two (2) adults;
- One (1) x Jack Daniel's Distillery Tour for two (2) adults; and
- One (1) x AU\$2,000 spending money (winner only) in the form of an electronic funds transfer ("EFT") to the winner's nominated Australian bank account. Winner is responsible for providing full and accurate bank details. The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.

Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between 09/10/24 and 16/10/24 to coincide with the 2024 Jack Daniel's World Championship Invitational Barbecue event and is subject to booking and flight availability. The winner and their companion must depart Australia on 09/10/24. The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.

17. The winner and their companion 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. For clarity, the winner's travel companion must be aged 21 years or over.

18. The next two hundred and fifty (250) entries drawn will each win one (1) AU\$25 BWS eVoucher.
19. Any ancillary costs associated with redeeming the BWS eVoucher are not included. Any unused balance of the BWS eVoucher will not be awarded as cash. Redemption of the BWS eVoucher is subject to any terms and conditions of the issuer including those specified on the BWS eVoucher.
20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. 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 or specification, subject to any written directions from a regulatory authority.
22. Total prize pool value is up to AU\$27,984.
23. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. A draw for any prizes, if unclaimed, may take place at Anisimoff Legal, G13, Amy Close, North Wyong NSW 2259 on 06/09/24 at 2:00pm AEST, 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 names will be published (initial, surname and postcode) online at <https://bwsbbq.jackdaniels.com> from 10/09/24.
25. 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.
26. The 2024 Jack Daniel's World Championship Invitational Barbecue 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 companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
27. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, 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.
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 2024 Jack Daniel's World Championship Invitational Barbecue event in Lynchburg, USA 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 of a prize.
34. 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 [brown-forman.com/10kfilings](https://brown-forman.com/10kfilings)) 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 products and services by email and as otherwise set out in the Promoter's privacy policy, which is available at <https://legal.brown-forman.com/privacy-policy/english>. 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 Daniels 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 endeavour to resolve within a reasonable time), please inform us in writing at the address set forth in clause 35 below. All entries become the Property of the Promoter.

35. The Promoter is Brown-Forman Australia (ABN 87 000 064 086) of Level 1, 51 Foveaux Street Surry Hills, NSW 2010, telephone 0401 771 894 ("**Promoter**").

**NSW Authority TP/03385. ACT Permit No. TP24/01061. SA Permit No. T24/822.**