WILD TURKEY NEW ORLEANS BWS PROMOTION TERMS AND CONDITIONS

- Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion 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. Promotion opens for purchases on 21/06/2017 and closes for purchases at close of business on 11/07/2017 ("Purchase Period"). Entries open at 9:00am AEST on 21/06/2017 and close at 11:59pm AEST on 11/07/2017 ("Entry Period").
- 4. To be eligible to enter, individuals must spend, in a single transaction, \$30 or more on any Wild Turkey and/or American Honey products at any participating BWS venue in Australia during the Purchase Period ("Qualifying Spend"). Participating BWS venue means any BWS venue that features point of sale material about this promotion. Individuals will be provided with a receipt for their Qualifying Spend, which will feature a promotional code. It is the responsibility of the individual to ensure that they obtain a receipt at point of purchase
- 5. Entrants must then complete the following steps during the Entry Period:
 - a) visit www.wildturkeypromotions.com.au/BWS and follow the prompts to the promotional entry page;
 - b) input all of the requested details (including their full name, a valid email address, their residential address and phone number),
 - c) input the receipt number from their BWS store receipt,
 - d) submit the fully completed entry form
 - e) Optional: Entrants can post a message on Facebook or Instagram using #wildturkeyneworleans and tag WildTurkeyAU to receive one (1) bonus entry into the major prize draw (Max. one (1) bonus entry per Entrant)
- 6. Multiple entries are permitted, subject to the following: a) only one (1) entry permitted per Qualifying Spend (regardless of the amount spent in excess of \$30 in that Qualifying Spend transaction); and (b) each entry must be submitted separately and in accordance with entry requirements. The principles of the NSW OLGR liquor promotion guidelines will be adhered to.
- 7. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. An entrant may be required to provide Proof of Purchase to the Promoter for all entries made. If an Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then all the entries of that Entrant may be ineligible and deemed invalid. Store Receipt(s) must be intact, must clearly display

- details of the product purchased and must indicate that the Qualifying Spend was made during the Promotional Period but prior to Entry. Maximum of one bonus entry per person/ e-mail/ household.
- 8. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on their entry form will deem their entry invalid.
- 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. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 11. 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.
- 12. The Promoter's decision is final and no correspondence will be entered into.
- 13. **Major Draw:** The electronic draw to determine the major prize winner will take place at 10:00am (AEST) on 14/07/2017 at Level 2, 608 Harris Street, Ultimo NSW 2007.
- 14. **Minor Draws:** The electronic draw to determine the minor prize winner/s will take place at 10:00am (AEST) each day, starting from 22/06/17 and the last draw taking place on 12/07/17 at 586A Pittwater Road, North Manly NSW 2100. Any draws that land on a weekend or public holiday will be drawn the next weekday.
- 15. The winner/s will be notified by in writing within seven (7) days of the draw. Valid winner's name and locality will be published at www.wildturkeypromotions.com.au/BWS on 28/07/2017. All reasonable steps to notify the winner of the results of the promotion will be taken by the Promoter.
- 16. The Promoter may draw five (5) additional reserve entries in the major and minor prize draws and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept the prize. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded. If

after this process the prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 24.

- 17. **Major Prize:** The first eligible entry randomly drawn from all entries received during the Promotional Period will win a trip for winner and 3 mates (4) people to New Orleans, USA. Prize includes return economy air flights from winner's capital city to New Orleans, USA (including taxes), transfers from airport to hotel, 7 nights twin share accommodation in a 5–star hotel, a tour of top venues on Bourbon Street in New Orleans for 4 people and AUD\$1,000 spending money for the winner. Prize is valued at up to AUD \$22,000 RRP. The Major Prize must be taken by the 30th November 2017.
- 18. **Minor Prizes:** 10 x BWS \$50 Gift Cards will be rewarded each day for 21 days. Prize is valued at up to AUD \$10,500 RRP.
- 19. The total prize pool is valued at up to AUD\$32,500 RRP.
- 20. The prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The prize cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.
- 21. Woolworths Ltd ABN 88 000 014 675 is the issuer of the BWS Gift Card, but is not the promoter of the offer, nor responsible for fulfilment of the offer terms. BWS Gift Cards are valid for 12 months from the date of issue and are redeemable at participating stores only. For a list of participating stores and full Gift Card Terms and Conditions visit www.everydaygiftcards.com.au
- 22. Rewards will be delivered to the winners (who must be aged 18 years or over) within 28 working days of the draw, subject to any processing or delivery delays. Winners will be notified of any delay. The Promoter is not responsible for determining how the BWS gift card will be used or distributed once awarded to a winner.
- 23. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 24. The Promoter may conduct a further draw for the prize at the same place as the original draw as is necessary at 10:00am (AEDST) on 25/10/2017 in order to distribute any prize unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of a winner in the unclaimed prize draw, the winner will be notified in writing by 01/11/2017. Valid winner's name and locality will be published at www.wildturkeypromotions.com.au/BWS 0n 08/11/2017. All reasonable steps to notify any winner of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

- 25. 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.
- 26. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute that prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 27. The Promoter encourages consumers to enjoy alcohol in moderation. Legal aged consumers are advised to consider the 'low risk drinking' guidelines recommended in the National Health & Medical Research Council Australian Alcohol Guidelines. A full version of the guidelines is available at http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/Content/guidelines. Participation in the promotion is subject to relevant liquor legislation in each applicable State or Territory, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Government's information site for alcohol at www.alcohol.gov.au
- 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 directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 29. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
- 30. 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 State 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.
- 31. 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/entry 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 tax liability incurred by a claimant; or (e) taking and/or use of a prize.

- The Promoter collects personal information ("PI") in order to conduct the promotion 32. 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 Wild Turkey Privacy Policy, which can be viewed at http://www.wildturkeybourbon.com.au/privacy. In addition to any use that may be outlined in the Wild Turkey Privacy Policy, if the entrant opts in at the time of entry, 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 Wild Turkey 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
- 33. The Promoter is Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 10, 207 Pacific Highway, St Leonards NSW 2065. Helpline: 1800 856 939. ("**Promoter**").

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