

“WILLIAM GRANTS & SONS BWS FATHER’S DAY PROMOTION” 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 William Grant and Sons Australia Pty Ltd (ABN 59 142 683 145) of 111 Pacific Highway, North Sydney NSW 2060 (“**Promoter**”). Telephone: 02 9409 5100.
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Participating Stores (as 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 1st cousin.
5. Promotion commences on 15/08/2018 and ends at 11:59pm AEST on 04/09/2018 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
 - Purchase a 700ml bottle of any of the Glenfiddich range, a 1L bottle of Grants, a 700ml bottle of Drambuie, a 700ml bottle of Hendricks, a 700ml bottle of Monkey Shoulder or a 700ml bottle of Balvenie from a Participating Store (“**Qualifying Transaction**”). A participating store is any BWS store nationally that displays advertising material for this promotion (“**Participating Store**”). Upon making their Qualifying Transaction individuals will be given a purchase receipt which contains a unique code (“**Unique code**”). In the event a Unique Code is not automatically handed to them, it is the individual’s responsibility to request one; and then
 - Visit <https://bws.com.au/win/william-grant>, follow the prompts to the promotion entry page, input the requested details (including their full name, date of birth, state, mobile number, valid email address, unique code and gender) and submit the fully completed entry form.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of products purchased in that transaction in excess of one (1)); (b) each entry must be submitted separately and in accordance with entry requirements; (c) only one Unique Code per entry is permitted; (d) the same Unique Code cannot be used more than once; and (e) unrecognised codes will be deemed invalid.
8. 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.

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 or indecipherable 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 draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 07/09/2018 at 1:00pm AEST. 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 in writing within two (2) business days of the draw and their names will be published at www.gfpromotions.com/nzgetaway from 14/09/2018.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win the major prize of a trip for two (2) adults to Queenstown, NZ valued at up to AU\$8,400 depending on date and point of departure. Prize includes:
 - Two (2) x return economy airfares from winner's nearest capital city to Queenstown, NZ;
 - Return transfers between airport and accommodation;
 - Four (4) nights twin share accommodation at The Spire Hotel (or similar);
 - Glenfiddich inspired dinner and whiskey tasting for two (2);
 - Winner's choice of one (1) of the following activities for two (2) people:
 - an Over The Top Golf session;
 - a private fly fishing experience; or
 - a 4WD highlands tour.
 - Travel insurance for two (2) adults (subject to clause **15** below); and
 - AUD \$500 spending money for the winner only.

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 by 07/09/2019 and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays or other peak periods. The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. 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 agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. 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. The winner must finalise their intended travel dates with the Promoter's travel agency within six (6) weeks of being notified as the winner and must confirm their intended travel dates at least ninety (90) days prior to intended departure date. The prize must be taken as a single holiday and cannot be split across multiple holidays. No compensation or alternative travel plans will be arranged in the event the winner and/or his/her companion miss their outbound or return flights or fail to meet any check in requirements for any reasons. Any such costs associated with this will be the responsibility of the winner and/or his/her companion. Once the prize has been booked and confirmed no changes are allowed unless authorised by the Promoter in its absolute discretion and if permitted will incur a fee of \$150 (including GST) plus any other supplier charges. Prize suppliers/airlines will be chosen at the discretion of 33 Degrees Worldwide Pty Ltd. 33 Degrees Worldwide Pty Ltd will also be available for twenty-four (24) hour support for the winner whilst they are redeeming/participating their prize.

15. Travel insurance is only available for adults aged between 18 and 58 years of age, subject to approval by the Promoter's nominated travel insurer. In the event that the winner or his/her companions are aged 59 years of age or over, they will not be eligible to redeem the travel insurance element of the prize and it will be forfeited. The winner and his/her companion will each be required to fully complete a travel insurance application form provided by the Promoter and may also be required to undergo medical tests as required by the Promoter's nominated travel insurer, in order to redeem the travel insurance element of the prize. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance element of the prize. Travel insurance will be provided by the Promoter's nominated travel insurer, and subject to approval by the travel insurer. In the event that the Promoter's nominated travel insurer refuses to issue insurance to the winner and/or companion, the winner forfeits that travel insurance element of the prize. Travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer, including but not limited to any limitations on the covered amount. If the winner declines travel insurance as provided by the Promoter's nominated travel insurance, the winner and his/her companion will be required to complete a travel insurance waiver form acknowledging that they understand the benefits of travel insurance but decline to take out the policy.
16. The next one hundred (100) valid entries drawn will each win a \$100 BWS gift card.
17. Any ancillary costs associated with redeeming the BWS gift card are not included. Any unused balance of the BWS gift card will not be awarded as cash. Redemption of the BWS gift card is subject to any terms and conditions of the issuer including those specified on the BWS gift card. Gift cards will be awarded electronically.
18. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
19. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

20. 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.
21. Total prize pool value is up to \$18,400.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
23. A draw for the prizes, if unclaimed, may take place on 12/12/2018 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 their names will be published at www.gfpromotions.com/nzgetaway from 19/12/2018.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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) taking of the prize.

29. As a condition of accepting the major prize, the major prize winner (and their companion) 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.
30. 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 http://www.williamgrant.com/privacy_statement_home.php. 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. The Promoter will not disclose PI to any entity outside of Australia.

NSW Permit No. LTPS/18/26066 ACT Permit No. TP18/01304 SA Permit No. T18/1196