

“IBA WIN A MUSIC, FOOD & JACK DANIEL’S DISTILLERY USA EXPERIENCE”

[DRAFT FOR APPROVAL]

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. The Promoter is Brown-Forman Australia Pty Ltd (ABN 87 000 064 086) of Level 6, 280 Elizabeth Street, Surry Hills NSW 2010. Telephone: (02) 9764 8777.
3. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, Participating Outlets (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.
4. A participating outlet is any The Bottle-O, IGA Liquor, Ritchies or Cellarbrations store nationally that displays advertising materials for this promotion (each a “**Participating Outlet**”).
5. Entries into the promotion open on 01/04/2024 and close at 11:59pm AEST on 30/04/2024 (“**Promotional Period**”).
6. To be eligible to enter, individuals must spend \$20 or more on any Jack Daniel’s product at a Participating Outlet during the Promotional Period (“**Qualifying Transaction**”). Individuals must also ensure they obtain a purchase receipt for their Qualifying Transaction. In the event a receipt is not automatically handed to them, it is the individual’s responsibility to request one.
7. To enter, individuals must then, during the Promotional Period, visit <http://iba-usamusicexperience.jackdaniels.com/> follow the prompts to the promotion entry page, input the requested details (including their full name, address, email address, phone number and date of birth), upload a copy of their purchase receipt when prompted and then submit the fully completed online entry form.
8. 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.
9. Incomplete or indecipherable entries will be deemed invalid.
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 \$20 on Jack Daniel’s products in that transaction); (b) maximum of two (2) entries are permitted per person per day; and (c) each entry must be submitted separately and in accordance with entry requirements.
11. A maximum of one (1) minor prize is permitted per person (excluding SA residents).
12. Entrants must retain 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

store of purchase, that \$20 or more was spent on Jack Daniel's products and that the purchase was made during the relevant Promotional Period but prior to entry.

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. There will be one (1) draw for entries received nationally across all Participating Outlets. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 at 3:00pm AEST on 07/05/2024, in the presence of an independent scrutineer. Additional reserve entries may be drawn and recorded 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 online at <http://iba-usamusicexperience.jackdaniels.com/> from 10/05/2024.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win the major prize of a trip for two (2) adults to the United States for a total of nine (9) nights, visiting New Orleans, Memphis and Nashville, valued at up to \$28,930 depending on point of departure. Prize includes:
 - Economy class flights for two (2) adults from the winner's nearest Australian Capital City to New Orleans, United States;
 - Economy Class Flights for two (2) adults from New Orleans to Memphis;
 - Luxury Coach Transfer from Memphis to Nashville for two (2) adults; Economy Class Flights for two (2) adults from Nashville to the winner's nearest Australian Capital City; and
 - \$2000 AUD prize money (for the winner only).

The legal drinking age in the USA is 21 and whilst individuals aged 18 years and over but under 21 years can participate in and redeem all elements of the prize only individuals aged 21 years or over will be legally allowed to order and consume alcohol whilst participating in certain elements of the prize. Breakdown below:

The prize inclusions in New Orleans, Memphis and Nashville are as follows:

New Orleans

- 3 nights' accommodation in the French Quarter
- Private Transfer from Airport to Hotel in New Orleans
- Evening Riverboat Jazz Cruise on the Mississippi River. The Jazz Cruise will be the same experience for all ages (with the exception of no alcohol for those under the age of 21)
- Jazz Brunch at the Court of Two Sisters. The Jazz brunch will be the same experience for all ages (no alcohol served at brunch)
- Two tickets to see a jazz performance at the Preservation Hall Jazz Club. Preservation Hall is an all-ages welcome venue.

Memphis

- 3 nights' accommodation on Beale Street
- Private Transfer from Airport to Hotel in Memphis
- Attend a Blues show at the BB King Blues Club with a \$150USD Gift Voucher. BB King's is an all-ages welcome venue.
- A tour of Elvis Presley's Graceland. There are no age restrictions on the Graceland Tour
- Luxury Coach Transfer from Memphis to Nashville for two (2) adults

Nashville

- 3 nights' accommodation in Nashville
- Private Transfer from Hotel to Airport in Nashville

- Private Southern Comfort Food Tour of Nashville. Southern Comfort Food Tour is suitable for all ages.
- Two tickets to a concert at the Grand Ole Opry. The Grande Ole Opry Concert is suitable for all ages.
- Jack Daniel Distillery Tour including return transfers ex Nashville. The Jack Daniel Distillery Tour will be to the Dry Tour for those under the age of 21.

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 booked within three (3) months of accepting the prize and the prize must be taken within twelve (12) months of accepting the prize. 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.

17. Redemption of any tickets that form part of the major prize are subject to any terms and conditions of the issuer including those specified on the ticket. Tickets 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 any winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of a prize.
18. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
19. 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.
20. As a condition of accepting the major prize, the 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.
21. The next fourteen (14) valid entries drawn will each win the minor prize consisting of a UE Boom 3 Speaker valued at \$229.95 each.
22. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
23. 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 and/or specification, subject to any written directions from a regulatory authority.
24. Total prize pool value is up to \$32,149.30. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
25. A draw for any prizes, if unclaimed, may take place on 07/06/2024 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 names will be published online at <http://iba-usamusicexperience.jackdaniels.com/> on 12/06/2024.
26. The Promoter encourages consumers to enjoy liquor 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.

27. 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.
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. 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.
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 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.
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 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 any of the events that form part of the major prize are 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) use of a prize and/or taking of a prize.
32. 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 <https://www.brown-forman.com/>) 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 Daniel's 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 endeavor to resolve within a reasonable time), please inform us in writing at the address set forth in clause 2 above. All entries become the Property of the Promoter.

NSW Permit No. TP/01052. ACT Permit No. TP23/xxxx. SA Permit No. T22/xxxx