

“JACK DANIEL’S ILG - WIN A MELB RACE EXPERIENCE PROMOTION” 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, SA, TAS & WA) aged 18 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 1st cousin.
4. Entries into the promotion open on 18/09/24 and close at 11:59pm AEDT on 12/11/24 (“**Promotional Period**”).
5. A participating store is any in-store and online Bottler, Fleet Street Cellars or Super Cellars store located in Australia (excluding NT, SA, TAS & WA) that stocks the Eligible Products (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 \$20 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 ILG-McLaren.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 Eligible Products in that transaction in excess of \$20); and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Only one (1) prize is permitted per person.
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 14/11/24 at 3:00pm AEDT, 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. The winner will be notified by email and telephone within seven (7) days of the draw and their details will be published (first initial, surname and postcode) online at ILG-McLaren.jackdaniels.com from 15/11/24.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win a Melbourne Race Experience for two (2) adults valued at up to AU\$16,083 (depending on point of departure). Prize must be taken between 13/03/25 and 16/03/25.

Prize includes:

- Two (2) x return economy airfares from the winner's nearest capital city to Melbourne, VIC;
- Return private airport transfers for two (2) adults in Melbourne, VIC;
- Four (4) x nights twin or double share 4-star accommodation in Melbourne, VIC for two (2) adults;
- One (1) x Jack Daniel's pre-paid private dinner;
- Jack Daniel's tasting experience for two (2) adults;
- Two (2) x tickets to a Melbourne Race scheduled to take place between 13/03/25 - 16/03/25; and
- AUD \$1,000 spending money (winner only) awarded 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, transfers, meals (other than those included), taxes (excluding airline and airport taxes), items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between 13/03/25 and 16/03/25 and is subject to booking and flight availability.

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 18 years or over.
18. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by 15/12/24, then the prize will be forfeited.
19. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is up to AU\$16,083.

21. Prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for the prize, if unclaimed, may take place on 16/12/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by email and phone within seven (7) days of the draw, and their details will be published (first initial, surname and postcode) online at ILG-McLaren.jackdaniels.com from 20/12/24.
23. 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. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
24. The 2025 Melbourne Race 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 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.
25. 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.
26. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the 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. 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.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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 the 2025 Melbourne Race event 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.
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 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 33 below. All entries become the property of the Promoter.
33. 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. TP24/01889.