

**“WIN A LIMITED EDITION 2019 JACK DANIEL'S INDIAN SPRINGFIELD DARK HORSE  
MOTORCYCLE 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. 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 1<sup>st</sup> cousin.
4. This promotion will be conducted in participating outlets nationally that display material advertising this promotion (each a **“Participating Outlet”**). The promotion will be conducted in each Participating Outlet during the following periods (**“Promotional Period”**):
  - Cellarbrations: Promotion opens on 22/07/2019 and closes at 11:59pm AEST on 18/08/2019;
  - The Bottle-O: Promotion opens on 29/07/2019 and closes at 11:59pm AEST on 25/08/2019;
  - IGA Liquor: Promotion open on 31/07/2019 and closes at 11:59pm AEST on 27/08/2019; and
  - Big Bargain: Promotion opens on 29/07/2019 and closes at 11:59pm AEST on 25/08/2019.
5. To be eligible to enter, individuals must spend \$20 or more on any Jack Daniel’s product at a Participating Outlet during the applicable Promotional Period (**“Qualifying Transaction”**). Upon making their Qualifying Transaction, individuals will be handed a promotional card by a member of staff (while stocks last) 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. Individuals must also ensure they obtain a purchase receipt for their Qualifying Transaction.
6. To enter, individuals must then, during the applicable Promotional Period, visit [www.jackspromo.com.au/IBABike](http://www.jackspromo.com.au/IBABike), follow the prompts to the promotion entry page, input the requested details (including their full name, address, email address, phone number, date of birth, preferred t-shirt size from the drop down menu (in the event they are a minor prize winner) and the Unique Code) and submit the fully completed online entry form. For the removal of doubt, individuals must enter during the applicable Promotional Period (depending on the Participating Outlet where the Qualifying Transaction was made) in order for their entry to be eligible.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.

9. 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) each entry must be submitted separately and in accordance with entry requirements; (c) only one (1) Unique Code per entry is permitted; (d) the same Unique Code cannot be used more than once; (e) unrecognised codes will be deemed invalid (f) a maximum of one (1) prize is permitted per person (excluding SA residents); and (g) there is a limit of (2) entries per person per day.
10. Entrants must retain their original Unique Code(s) and 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 store of purchase, that \$20 or more was spent on Jack Daniel's products and that the purchase was made during the applicable Promotional Period but prior to entry.
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 30/08/2019 at 3:00pm AEST 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 [www.jackspromo.com.au/IBABike/winner](http://www.jackspromo.com.au/IBABike/winner) from 04/09/2019.
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 2019 Jack Daniel's Limited Edition Indian Springfield Dark Horse Motorcycle with six (6) speed manual transmission. Total prize value is up to \$54,995, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winner must collect the prize from their nearest authorised Indian Motorcycle dealership.
15. If the major prize winner is, through any legal incapacity or otherwise, unable to register the motorcycle in their own name, then the winner may assign the motorcycle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the motorcycle is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
16. The next one thousand (1,000) valid entries drawn will each win a minor prize of a Jack Daniel's t-shirt valued at \$29.99. The sizes available are: S, M, L, XL and XXL. Whilst the Promoter will endeavour to award the t-shirt size as selected at the time of entry, the exact size of the t-shirt to be awarded will be determined by the Promoter in its discretion.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is up to \$84,985. Prizes are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any prizes if unclaimed may take place on 03/12/2019 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 [www.jackspromo.com.au/IBABike/winner](http://www.jackspromo.com.au/IBABike/winner) from 06/12/2019.

21. 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](http://www.nhmrc.gov.au).
22. 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.
23. 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.
24. 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.
25. 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.
26. 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) use of a prize.
27. As a condition of accepting the major prize, the winner 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.
28. 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/10kfilling](http://brown-forman.com/10kfilling)) 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 28 below. All entries become the Property of the Promoter.

**NSW Permit No. LTPS/19/31470 ACT Permit No. TP19/03216 SA Permit No. T19/654**