"LIQUOR LEGENDS JACK DANIEL'S WIN 1 OF 15 BARREL PODIUMS" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the Prizes (defined below) 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 WA and TAS) aged 18 years or over who are current members of the Liquor Legends Rewards Program.
- 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 22/10/2025 and close at 11:59pm AEDT on 11/11/2025 ("**Promotional Period**").
- 5. A participating store is any Liquor Legends nationally (excluding WA and TAS), including online at www.liquorlegends.com.au, that stocks the Promoter's products and displays advertising material featuring this promotion ("Participating Store").
- 6. To be eligible to enter and receive an automatic entry, individuals must, during the Promotional Period, spend \$15 or more in a single transaction on any Jack Daniel's product/s at a Participating Store ("Qualifying Transaction") and scan/enter their Liquor Legends Rewards card at the time of completing their transaction.
- 7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent on Jack Daniel's products in excess of \$15 in that transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
- 8. Only one (1) Prize is permitted per person (excluding SA).
- 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 Liquor Legends Head Office, Unit 7/747 Fairfield Rd, Yeerongpilly QLD 4105 on 13/11/2025 at 12:00pm 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. Winners will be notified by email and phone within two (2) business days of the draws. Winners will be published (first initial, surname and postcode) at https://liquorlegends.com.au and https://www.facebook.com/LiquorLegendsAustralia on 18/11/2025.
- 13. The Promoter's decision is final and no correspondence will be entered into.
- 14. The first fifteen (15) valid entries drawn will each win a handmade Jack Daniel's bar glorifier made with Jack Daniel's barrels, and the below three (3) Jack Daniel's 700ml bottles ("**Prize**"). Each Prize is valued at \$750.
 - Jack Daniel's Single Barrel;
 - Gentleman Jack: and
 - Jack Daniel's Old No. 7.
- 15. No more than 5 litres of alcohol will be won by New South Wales residents. Once/if 5 litres of alcohol have been won by New South Wales residents, cash will be awarded in lieu of the remaining alcohol prize(s) in New South Wales. The handmade Jack Daniel's bar glorifier will still form part of the prize.
- 16. 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.
- 17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / a Prize (or an element of the Prize) at/by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
- 18. 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.
- 19. Total prize pool value is \$11,250.
- 20. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 21. A draw for any unclaimed Prizes may take place on 15/12/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within two (2) business days of the draw and their names will be published (first initial, surname and postcode) at https://liquorlegends.com.au and https://www.facebook.com/LiquorLegendsAustralia on 18/12/2025.
- 22. All promotion entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- 23. By submitting their promotion entry and any accompanying material, entrants agree:
 - a. that all intellectual property rights associated with the promotion, including the brands associated with the promotion, are owned by the

- Promoter and/or the Promoter's affiliated parties, and entrants have no right to use any intellectual property associated with the promotion except in connection with the promotion entry and accompanying material:
- to assign to the Promoter any and all intellectual property rights associated with the promotion entry and accompanying materials, with full title guarantee, such that the Promoter has the full and exclusive right to use, reproduce, or publish such promotion entry and accompanying materials; and
- c. to waive all moral rights in and to their promotion entry and accompanying materials otherwise arising in connection with your entry to which entrants may now or at any time in the future be entitled under copyright, right of publicity, right of privacy, and other intellectual property laws applicable in the jurisdiction in which the promotion occurs.
- 24. Entrants agree that the Promoter may, but is not required to, make their entry available on its website https://www.brown-forman.com and any other media, whether now known or invented in the future, and in connection with any publicity of the promotion. Entrants agree to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the promotion entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, reformat and sub-licence the Promotion entry and any accompanying materials for such purposes. Entrants agree that, by submitting their promotion entry, they waive any and all claims against the Promoter or the Promoter's affiliated parties for right of publicity or right of privacy relating to the Promoter's public reference or publication of the name or other identifying information of an entrant.
- 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 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.
- 27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 28. 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.
- 29. 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.
- 30. 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 / taking of a Prize.
- 31. 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://legal.brownforman.com/privacy-policy/english#select country) 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 (if the opt-in tick box is selected at the time of entry) 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. Entrants PI may be transferred to any country where the Promoter group companies or its service providers have facilities and PI will be retained as permitted by applicable law. If in the future, you do not wish to receive further communications from the Promoter 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, please write to: privacy@b-f.com.
- 32. The Promoter is Brown-Forman Australia Pty Limited (ABN 87 000 064 086) of Level 1, 51 Foveaux Street, Surry Hills, NSW 2010, telephone (02) 9764 8777 ("**Promoter**").

NSW Authority TP/ 03385. ACT Permit No. TP25/ 02220. SA Permit No. T25/ 1677.