

**LMG “HARRY BROWN DIGITAL SCRATCH & WIN PROMOTION” PROMOTION –  
VIC/QLD/WA**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) 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 VIC, QLD and WA residents aged 18 years or over.
3. 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. Promotion commences on 23 October 2024 and ends at 11:59PM AEDT on 19 November 2024 (“**Promotional Period**”).
5. To be eligible to enter, individuals must spend \$20 or more in a single transaction on any Jack Daniel’s product/s from a participating Harry Brown outlet or online at <https://www.harrybrown.com.au> during the Promotional Period (“**Qualifying Purchase**”). A participating Harry Brown outlet is any Harry Brown outlet (including online) in VIC, QLD and WA that features advertising material for this promotion (“**Participating Outlet**”). Individuals must obtain a receipt at the time of purchase at a Participating Outlet and acknowledge that they must request one if one is not automatically provided to them.
6. Upon making their Qualifying Purchase, individuals must then undertake the following steps during the Promotional Period:
  - (a) Scan the QR Code featured on the advertising material inside a Participating Outlet or visit <http://www.harrybrown.com.au/promotions>;
  - (b) Follow the prompts to the competition entry page;
  - (c) Input the requested details including their full name, valid email address, residential address, contact phone number and the name of the Participating Outlet if the purchase was made in a Participating Outlet;
  - (d) Upload a copy of their purchase receipt when prompted; and then
  - (e) Play the “Scratch & Win” game by following the instructions, to reveal whether they have won an instant prize.
7. Upon submitting their entry, entrants will be notified instantly on screen, in writing, whether or not they have provisionally won an instant prize. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize.
8. All claims for instant win prizes must be received by 11:59PM AEDT on 20 November 2024.

9. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per transaction (regardless of the amount spent in excess of \$20); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of two (2) entries per person per day is permitted.
10. Entrants must retain their original 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 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. In addition to the above, the Promoter reserves the right to invalidate entries where multiple entries have been submitted using the same receipt or receipt number, where the same receipt or receipt number is used by multiple entrants, or where entrants submit multiple entries with slight variations in email addresses or other details. Any attempt to jeopardise the integrity of the Promotion will, in the absolute discretion of the Promoter, render all suspicious and/or questionable entries invalid. If the Promoter suspects that there has been any sharing of receipts or manufacturing fake/duplicate receipts, for the purposes of submitting multiple invalid entries, the Promoter reserves the right to invalidate those entries without further notice to entrants.
13. Incomplete or indecipherable entries will be deemed invalid.
14. 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.
15. Instant win prizes available to be won during the Promotional Period include:
  - 29 x Pair of Jack Daniel's Neoprene Stubby Holders valued at \$30
  - 35 x Jack Daniel's branded Socks (miscellaneous sizes) valued at \$25 each
  - 70 x Jack Daniel's branded Slides (miscellaneous sizes) valued at \$35 each
  - 20 x Jack Daniel's branded Bucket Hat (1 size) valued at \$40 each
  - 5 x Jack Daniel's branded Retro IceBox 17L valued at \$150 each
  - 40 x Harry Brown in-store Vouchers valued at \$10; and

- 10 x Ticketek Vouchers valued at \$200.
16. Any ancillary costs associated with redeeming an in-store voucher are not included. Any unused balance of the in-store voucher will not be awarded as cash. Redemption of the in-store voucher is subject to any terms and conditions of the issuer including those specified on the in-store voucher.
  17. Any ancillary costs associated with redeeming a Ticketek Vouchers are not included. Any unused balance a Ticketek Vouchers will not be awarded as cash. Redemption of a Ticketek Vouchers is subject to any terms and conditions of the issuer including those available at <https://premier.ticketek.com.au/shows/show.aspx?sh=GIFTSTC08>.
  18. The Promoter's decision is final and no correspondence will be entered into.
  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. 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](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
  21. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
  22. If a prize (or part of a 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.
  23. Total prize pool value is \$8,145.
  24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
  25. A draw for any prizes that are won but not claimed may take place on 13 January 2025 at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 at 11:00AM AEDT, subject to any directions from a regulatory authority. Winners, if any, will be notified by email.
  26. 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.

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. 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. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
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) any tax liability incurred by a winner or entrant; or (f) use 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 <http://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://www.jackdaniels.com/en-au/privacy-policy>. 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 endeavour to resolve within a reasonable time), please inform us in writing at the address set forth in clause 35 below. All entries become the Property of the Promoter.

33. The Promoter is Brown-Forman Australia Pty Ltd (ABN 87 000 064 086) of Level 1, 51 Foveaux Street, Surry Hills NSW 2010, telephone 02 9764 8777.

#### **ABRIDGED CONDITIONS VIC/QLD/WA**

"T&Cs apply, see <http://www.harrybrown.com.au/promotions>. Spend must be in a single transaction. Open to AU res 18+. Ends: 11:59pm AEDT 19/11/24. Max 2 entries p/person p/day. Retain receipt/s.

#### **PLEASE NOTE:**

1. Any changes made to the Terms and Conditions may affect the information to be included in the details above.
2. The above abridged Terms and Conditions may be shortened further if any of the above details are present in the copy of the collateral. We also assume that appropriate details on [how to enter](#) will be included in the artwork, however, please contact us if this is not the case.
3. **The provision of the above abridged Terms and Conditions does not equate to legal approval of any advertising material that contains the above details. We strongly recommend that any advertising material be forwarded to our office for legal approval prior to proceeding to print/recording/publication.**
4. Please ensure you adopt one of the following approaches in relation to collection of personal information:
  - Include a fully compliant collection statement immediately underneath the entry submission button for the online entry form: ***"Your info is used to conduct this promotion and may be disclosed to service providers and authorities as required. We may also use your info for our own marketing purposes and as set out in the [Terms & Conditions](#). If the info is not provided you cannot enter. Our [Privacy Policy](#) contains details on how info is used, how you may access/correct info held and our privacy complaints process. **Your info may be disclosed overseas.**"*** (the words 'Privacy Policy' must be a link to the Promoter's Privacy Policy, the words 'Terms and Conditions' must be a link to the full Terms and Conditions for the promotion). If you choose this option, it is not necessary to also include a tick-box for entrants to select agreeing to the Promoter's Privacy Policy; or
  - Include the following linked tick box on the online entry form " ***I have read the [Terms and Conditions & Privacy Policy](#)***", ensuring that the box is unchecked. The words "Terms and Conditions" must be a link to the full Terms and Conditions for the promotion, and the words "Privacy Policy" must be a link to the Promoter's Privacy Policy since the Promoter is collecting the information. There are specific requirements under the Australian Privacy Principles (and the Privacy Act) when collecting information and it is our view that the inclusion of this mandatory tick

box on the online entry form will be sufficient to meet these requirements provided the privacy policy is available by click-through. We are also aware that most promoters take this approach.