

“IBA JACK DANIEL'S WIN A USA FOOTBALL GETAWAY FOR YOUR AND YOUR MATE” PROMOTION

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 Australian residents aged 21 years or over who can travel for the 2025 American Football Season (between Sep-Dec 2025).
3. Employees (and their immediate families) of the Promoter, 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 23/10/2024 and close at 11:59pm AEDT on 17/11/2024 (“**Promotional Period**”).
5. A Participating Store is any off-premise licensed retail outlet that displays material relating to the promotion during the Promotional Period, including any online store for that retailer (“Participating Store”).
6. To be eligible to enter, individuals must, in a single transaction, spend \$20 or more on any Jack Daniel's product from Participating Stores during the Promotional Period (“Qualifying Transaction”).
7. To enter, individuals must then visit <https://iba-USAfootballgetway.jackdaniels.com>, follow the prompts to the promotion entry page, input the requested details including full name, email, phone number, insert the unique code, upload a copy of the purchase receipt, and submit the fully completed entry form during the Promotional Period.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the amount spent on Jack Daniels products in that transaction in excess of \$20; (b) only two (2) entries per person per day permitted; (c) each entry must be submitted separately and in accordance with entry requirements; and (d) only one (1) prize is permitted per person (excluding SA residents).
9. Entrants must retain a copy of their purchase receipts for all entries as proof of purchase. Failure to produce the proof of purchase 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 receipts must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
10. 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.

11. Incomplete and indecipherable entries will be deemed invalid.
12. 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.
13. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 on 25/11/24 at 2:00pm 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 phone within two (2) business days of the draw, and their first initial, last name and postcode will be published online at <https://iba-USAfootballgetway.jackdaniels.com> from 28/11/24.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a trip for two (2) adults to Nashville, TN, USA valued at up to AU\$23,964 depending on date and point of departure.

Prize includes:

- 2 x return economy airfares from winner's nearest Australian state or territory capital city to Nashville, TN, USA;
- Return private airport transfers in Nashville, TN;
- 4 x nights twin/double share 4-star accommodation in Downtown Nashville, TN;
- 3 x nights twin/double share 4-star accommodation in the American Football Game Location, USA;
- All activity transfers in Nashville;
- Jack Daniel's Distillery Tour for two (2) adults;
- VIP American Football Experience for two (2) adults; and
- \$1,000 spending money (winner only) in the form of an electronic funds transfer ("EFT") to the winner's nominated Australian bank account. The 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, additional 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 taken to correspond with the 2025 American Football Season (between Sep-Dec 2025) and is subject to booking and flight availability. 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. Prize is a single event holiday and cannot be separated into different holiday vacations. Availability cannot be guaranteed during Christmas, school holiday and special event periods. All passengers must travel together on the same flights and stay at the same property. No compensation or alternative travel plans will be arranged should the prize winner and/ or their travel companion miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel companion. Once booking is confirmed no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion. Travel itinerary will be determined by the Promoter in its absolute discretion. Should the winner wish to extend their trip, permission must be sought from the Promoter who will decide in its absolute discretion. In the event the Promoter agrees for the winner to extend, all additional expenses to extend will be at the winner's own expense, including any additional cost to extend their travel insurance policy by additional days, to ensure continuity of cover for the full duration of the trip. The legal drinking age in the USA is

21 and as such the winner must select a travel companion with a minimum age of 21 years or over to participate in and redeem all elements of the prize.

16. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, 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.
17. Winner and their travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and other travel documentation (including, without limitation, proof of COVID-19 vaccination in an appropriate form, if required) at their own cost.
18. Further travel conditions apply as follows:
 - a) The prize winner and their travel companion must possess a valid Australian passport with a minimum of six (6) months validity from the date of scheduled return to Australia (Entry Requirements). It is the responsibility of the prize winner and their travel companion to ensure that they have full and correct documentation and vaccinations for travel.
 - b) Winner and their travel companion must meet the eligibility requirements of ESTA Visa Waiver for entry into the USA and will be responsible for securing their ESTA Visa Waiver, prior to their trip, at their own expense.
 - c) No compensation or alternative travel plans will be arranged should the prize winner and/or their travel companion miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel companion.
19. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
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. 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 the winner does not take the 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.
22. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is up to AU\$23,964.
24. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. A draw for the prize, if unclaimed, may take place on 06/01/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified by email and phone within two (2) business days of the draw, and their first initial, last name and postcode will be published online at <https://iba-USAfootballgetway.jackdaniels.com> from 09/01/25.

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.
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) if the Jack Daniel's Distillery Tour or the American Football event 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) taking/use of the 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 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 30 below. All entries become the Property of the Promoter.

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

NSW Authority No. TP/03385. ACT Permit No. TP24/01318. SA Permit No. T24/1007.