

## **“JACK DANIEL’S CRACK JACK’S SAFE” 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 aged 18 years or over.
3. Entries into the promotion open on 02/06/25 and close at 11:59pm AEST on 27/07/25 (“**Promotional Period**”).
4. Employees (and their immediate families) of the Promoter, Participating Venues (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.
5. A participating venue is any on-premise licensed venue in Australia that displays advertising material relating to this promotion during the Promotional Period (each a “**Participating Venue**”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase any Jack Daniel’s drink (“**Eligible Product**”) from a Participating Venue (“**Qualifying Transaction**”).
7. To enter, individuals must then, during the Promotional Period, scan the QR code on the promotional material at the Participating Venue, follow the prompts to the promotion entry page, input the requested details (including their first name, last name, email address, full postal address and insert their mobile phone number as the unique code to “unlock Jack’s safe”), upload a photo of their Jack Daniel’s purchased drink and submit the fully completed entry form.
8. Winners will be notified instantly on screen, in writing, whether they have won an instant prize. All instant winners are subject to verification. Upon verification, winners will receive their instant prize. Winners will have their details published (first initial, surname and postcode) online at <https://jacks-safe.jackdaniels.com/winner> every Friday from 06/06/25.
9. All claims for instant win prizes must be received by 11.59pm AEST on 27/07/25.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Eligible Products purchased in excess of one (1) in that transaction); (b) a maximum of two (2) entries is permitted per person per day; and (c) each entry must be submitted separately and in accordance with these Terms and Conditions.
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. There are two thousand nine hundred and fifty (2,950) instant win prizes to be won during the Promotional Period.
15. Instant win prizes include:
  - 1,750 x \$10 digital Visa Gift Card
  - 1,000 x \$25 digital Visa Gift Card
  - 150 x \$100 digital Visa Gift Card
  - 50 x \$250 digital Visa Gift Card
16. The Promoter's decision is final and no correspondence will be entered into.
17. To determine when an entrant will be deemed an instant winner, the Promoter will conduct a draw prior to the commencement of the Promotional Period at Brown-Forman Australia, L1, 51 Foveaux Street, Surrey Hills, NSW 2010 using a computerised program which will randomly allocate two thousand nine hundred and fifty (2,950) 'winning moments' between the start and end of the Promotional Period (each a "**Winning Moment**"). The first valid entry received on or after one of those Winning Moments has passed will win an instant prize.
18. The digital Visa Gift Card has full tap and pay capability and is accepted anywhere VISA is accepted. The digital Visa Gift Card is issued by iGoDirect Group Pty Ltd and Terms & Conditions apply. In order to activate the digital Visa Gift Card, you must:
  - a) Have a mobile device which supports Apple Pay or Google Pay;
  - b) Be in Australia with location services enabled on your mobile device;
  - c) accept the terms and conditions of the True Rewards services
  - d) Agree to any applicable terms of use, privacy policy and/or any other terms of Apple Pay or Google Pay.
19. The digital Visa Gift Cards are valid for the period advertised on the digital Visa Gift Card and in the email containing the digital Visa Gift Card, and will expire on the date indicated on the face of the digital Visa Gift Card as shown in your True Rewards card portal <https://truerewards.cards/auth>. After the digital Visa Gift Card has expired, it is no longer valid, and all transactions will be declined. Winners agree that they have no right to receive a refund of any unused value remaining and that unused value will become True Rewards' property immediately following the expiry date unless True Rewards elects otherwise.
20. Any ancillary costs associated with redeeming a digital Visa Gift Card are not included. Any unused balance of a digital Visa Gift Card will not be awarded as cash. Redemption of a digital Visa Gift Card is subject to any terms and conditions of the issuer including those specified on the digital Visa Gift Card. To read the full digital Visa Gift Card Terms and Conditions, go <https://truerewards.com.au/igo-issuer-visa-gift-cards-terms/>.
21. 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.

22. A Participating Venue will not offer this promotion as an inducement directed at encouraging patrons to gamble in line with relevant state gambling authorities.
23. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize at or by the time stipulated by the Promoter, then the prize will be forfeited.
24. 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.
25. Total prize pool value is \$70,000.
26. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
27. A draw for any instant prizes that are won but are not claimed, may take place at 12:00pm AEST on 27/08/25 at Brown-Forman Australia, L1, 51 Foveaux Street, Surrey Hills, NSW 2010, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and email within seven (7) days of the draw and their details will be published (first initial, surname and postcode) at <https://jacks-safe.jackdaniels.com/winner> on 03/09/25.
28. 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.
29. 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.
30. 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.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. 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.
33. 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.
34. 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.

35. 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) taking of the prize.
36. 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 and Woodford Reserve 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 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 (which we will endeavour to resolve within a reasonable time), please inform us in writing at the address set forth in clause 38 below. All entries become the property of the Promoter.
37. 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. TP25/00777. SA Permit No. T25/574.**