"WIN A JACK DANIEL'S YAMAHA DIRT BIKE" PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 Limited (ABN 87 000 064 086) of Level 6, 280 Elizabeth Street, Surry Hills, NSW 2010, telephone (02) 9764 8777 ("**Promoter**").

3. Entry is only open to residents of Australia aged 18 years or over.

4. Employees (and their immediate families) of the Promoter, The Star Entertainment Group 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.

5. Entries into the promotion open on 04/01/2022 and close at 9pm (QLD local time) on 16/03/2022 ("**Promotional Period**"). This promotion will only be conducted at The Star Gold Coast ("**Participating Venue**").

6. To enter, individuals must complete the following steps during the Promotional Period:

    a) Purchase any Jack Daniel's drink from the Participating Venue ("**Qualifying Transaction**"). Upon making their Qualifying Transaction, individuals will then be provided with a promotional entry flyer ("**Entry Flyer**"), while stocks last. In the event an Entry Flyer is not automatically provided to them, it is the individual's responsibility to request one; and then

    b) Fully complete the Entry Flyer and place the completed Entry Flyer into the entry box provided at the Participating Venue.

7. Incomplete, indecipherable or illegible entries will be deemed invalid.

8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Jack Daniel's products purchased in that transaction in excess of one (1)); (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.

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. 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.

11. The draw will take place at The Star Gold Coast,1 Casino Dr, Broadbeach QLD 4218 at 8pm AEST on 17/03/2022. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

12. The Promoter's decision is final and no correspondence will be entered into.

13. The winner will be notified by telephone and email within two (2) business days of the draw and their name will be published online at http://www.jackspromo.com.au/star/winner from 20/03/2022**.**

14. The first valid entry drawn will win the major prize of a 2021 Yamaha Motocross Jack Daniel's branded Dirt Bike. Total prize value is $14,149 including, stamp duty and dealer delivery charges. 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 Yamaha dealership.

15. If the winner is, through any legal incapacity or otherwise, unable to register the dirt bike in their own name, then the winner may assign the dirt bike 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 dirt bike 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 Promoter encourages consumers to enjoy alcohol 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.

17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.

18. If the 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 AU$14,149.

20. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

21. A draw for the prize if unclaimed will take place on 24/05/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if one is required, will be notified by telephone and email within two (2) business days of the re-draw and their name will be published online at http://www.jackspromo.com.au/star/winner from 25/05/2022.

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. In the event of war, terrorism, state of emergency or disaster, pandemic or government lockdown, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

24. 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.

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) taking/use of a prize.

27. As a condition of accepting the prize, the winner may be required to 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/10kfiling) 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 2 above. All entries become the Property of the Promoter.