

## “IBA el JIMADOR WIN COOLCABANAS EVERYDAY” 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 18 years or over.
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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 06/01/2025 and close at 11:59pm AEDT on 28/01/2025 (“**Promotional Period**”).
5. A “**Participating Store**” is any IBA store nationally that advertises the promotion and stocks the Eligible Product (defined below) during the Promotional Period.
6. To be eligible to enter, individuals must purchase any el Jimador 700ml or above product (“**Eligible Product**”) from a Participating Store during the Promotional Period and obtain a purchase receipt (“**Qualifying Transaction**”). If a staff member does not automatically hand the individual a purchase receipt after making a Qualifying Transaction, it is the individual’s responsibility to request one.
7. To enter, individuals must then visit <https://IBAWinCoolcabanas.elJimador.com>, follow the prompts to the promotion entry page, input the requested details, 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 number of Eligible Products purchased in excess of one (1) in the Qualifying Transaction; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only two (2) entries permitted per person per day.
9. Only one (1) prize is permitted per person (excluding SA residents).
10. Entrants must retain a copy 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. 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. The draw will take place at 3 Amy Close, Wyong NSW 2259 on 30/01/2025 at 1:00pm 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 phone and email within two (2) business days of the draw. Winners' first initial, surname and postcode will be published in <https://IBAWinCoolcabanas.elJimador.com> on 03/02/2025.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first fifty (50) valid entries drawn will each win an el Jimador CoolCabana valued at \$280 each.
17. Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
18. The Promoter advocates the responsible service and consumption of alcohol. The Promoter encourages consumers to drink responsibly. Legal aged consumers are advised to visit [www.drinkwise.org.au](http://www.drinkwise.org.au) to get the facts on standard drinks and responsible drinking. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or redeem the prize at the time stipulated by the Promoter, then the prize will be forfeited.
20. 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.
21. Total prize pool value is \$14,000.
22. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. A draw for any unclaimed prizes may take place on 04/03/2025 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 first initials, surnames and postcodes will be published in <https://IBAWinCoolcabanas.elJimador.com> on 06/03/2025.
24. 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.

25. 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.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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.
28. 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 the prize.
29. 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](http://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, **el Jimador** 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 **el Jimador** 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 endeavor 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.

30. 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.

NSW Authority TP/03385. ACT Permit No. TP24/01783. SA Permit No. T24/1378.