

**“BROWN-FORMAN WIN A TRIP FOR 2 TO THE USA TO THE HOME OF JACK DANIEL’S, WOODFORD RESERVE & OLD FORESTER” 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 New Zealand residents aged 21 years or over who can travel to the USA between 01/04/25 – 31/05/25.
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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or 1st cousin.
4. Entries into the promotion open at 12:00am NZT Thursday 1 August 2024 and closes at 11:59pm NZT 31 October 2024 (“**Promotional Period**”).
5. A Participating Account is any licensed on-premise site that displays material relating to the promotion during the Promotional Period (“**Participating Accounts**”).
6. To be eligible to enter, individuals must purchase a beverage from any of the listed brands below from Participating Accounts, scan the QR code and fill in your details as required during the Promotional Period (“**Qualifying Transaction**”).
  - a. Jack Daniel’s Old No.7
  - b. Jack Daniel’s Tennessee Fire, Jack Daniel’s Tennessee Honey, Jack Daniel’s Tennessee Apple, Jack Daniel’s Tennessee Rye
  - c. Gentleman Jack
  - d. Jack Daniel’s Bonded, Jack Daniels Bonded Triple Mash, Jack Daniel’s Single Barrel, Jack Daniel’s Single Barrel Rye
  - e. Woodford Reserve, Woodford Reserve Double Oak, Woodford Reserve Rye
  - f. Old Forester, Old Forester, Old Forester Statesman
  - g. El Jimador Blanco, El Jimador Reposado, El Jimador Anejo
  - h. Herradura Reposado, Herradura Plata, Herradura Anejo
7. To enter, individuals must then visit <https://distillery-discovery-on-premise.jackdaniels.com>, follow the prompts to the promotion entry page, input the requested details including full name, date of birth, email, phone number, 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 included Brown-Forman products in that transaction); (b) only four (4) entries per person per day permitted; and (c) each entry must be submitted separately and in accordance with entry requirements.

9. Promoter is not in any way liable for damage, loss or injury resulting from computer malfunctions, misdirected or incomplete entries or acceptance and use of the prize. Promoter reserves the right in its sole discretion, to cancel or suspend this promotion should virus, bugs or other causes beyond the control of the Promoter corrupt the administration, security or proper play of the promotion. Promoter reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate or suspend the promotion. Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorised access to, or alteration of, entries. Incomplete and indecipherable entries will be deemed invalid.
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11. 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.
12. The draw for the grand prize will take place at Hancocks on Tuesday 05/11/24 at 3:00pm NZT. The winner will be generated digitally at random. 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 seven (7) business days of the draw, and their name will be published online at <https://distillery-discovery-on-premise.jackdaniels.com> from 26/11/24.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn will win a trip for two (2) adults to the USA to the Jack Daniel's distillery, Woodford Reserve distillery & Old Forester distillery, valued at up to NZD \$20,000 depending on date and point of departure. The winner must take the trip in between the dates of 1 April 2025 – 31 May 2025. Prize includes:
  - 2 x economy airfares from Auckland to Louisville, KY, USA and then from Nashville, TN, USA to Los Angeles, CA, USA before returning to Auckland;
  - 2 x nights, 4-star accommodation in Louisville, KY;
  - Return Old Forester distillery transfers;
  - Private transfers to Nashville via Woodford Reserve distillery;
  - 4 x nights, 4-star accommodation in Nashville, TN;
  - Private airport transfers in Nashville;
  - Return Jack Daniel's distillery transfers;
  - 3 x nights, 4-star accommodation in Los Angeles, CA;
  - Return private airport transfers in Los Angeles;
  - Jack Daniel's Distillery Tour for two (2) adults;
  - Woodford Reserve Distillery Tour for two (2) adults;
  - Old Forester Distillery Tour for two (2) adults; and
  - NZD\$2,000 spending money.

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 between 01/04/25 and 31/05/25 and is subject to booking and flight availability. The winner and their companion are responsible for ensuring that they have valid passports, and any

requisite visas, vaccinations and travel documentation. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. 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. Only individuals aged 21 years or over will be legally allowed to enter the draw to win the grand prize.

15. 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.
16. 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 Alcohol Guidelines that are available at [www.health.govt.nz/](http://www.health.govt.nz/). 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 (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.
18. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is up to NZD\$20,000.
20. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. A draw for the prize, if unclaimed, may take place on 12/11/24 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 seven (7) business days of the draw, and their name will be published online at <https://distillery-discovery-on-premise.jackdaniels.com> from 26/11/24.
22. Entrants consent to the Promoter using their name, likeness, or voice in the event they are a winner (including 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. 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.

24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
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 consumer protection laws in New Zealand ("**NonExcludable 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) use / taking of the prize.
27. Brown-Forman collects personal information ("**PI**") in order to conduct the promotion. By providing Brown-Forman with your PI, you consent that any or all of the PI submitted by you may be held and used by Brown-Forman and other companies within Brown-Forman's group of companies (details of which are available at [brown-forman.com](http://brown-forman.com)) or Brown-Forman'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 Brown-Forman's privacy policy, which is available at <https://legal.brown-forman.com/privacy-policy/english>. Your PI will be handled in accordance with Brown-Forman's privacy policy which contains information about how to access and correct PI that Brown-Forman 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 Brown-Forman 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 New Zealand solely to enable the provision of services to Brown-Forman. Your PI may be transferred to another company or entity in the event that any part of Brown-Forman's business is transferred to, sold to or merged with a company or entity or if Brown-Forman is required to do so by law, regulation or at the request of a public authority. If you have a complaint (which we will endeavour to resolve within a reasonable time), please inform us in writing at: Hancocks Wine, Spirit & Beer Merchants, 78 Tidal Road Mangere, Auckland 2022, New Zealand; or 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 or if you simply wish to make corrections to your PI please inform Brown-Forman New Zealand, 88 Shortland Street, Auckland Central, Auckland New Zealand 1010;. All entries become the property of the Brown-Forman.

28. The Promoter is Hancocks Wine, Spirit & Beer Merchants (0800 699 463) 78 Tidal Road Mangere, Auckland 2022, New Zealand ("**Promoter**").