

“JACK DANIEL’S NOW OR NEVER” 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. Employees (and their immediate families) of the Promoter, participating stores 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.
3. Entries into the promotion open on 01/02/2025 and close at 11:59pm AEST on 30/04/2025 (“**Promotional Period**”).
4. A participating store is any off-premise store nationally that stocks Jack Daniel’s products and displays material relating to the promotion during the Promotional Period as well as their official online stores (each a “**Participating Store**”).
5. To be eligible to enter, individuals must spend \$20 or more in a single transaction on any Jack Daniel’s product/s from a Participating Store during the Promotional Period (“**Qualifying Transaction**”). In the event a receipt is not automatically provided, it is the individual’s responsibility to request one.
6. To enter, upon completing a Qualifying Transaction, entrants must then visit <https://nowornever.jackdaniels.com>, follow the prompts to the promotion entry page, input the requested details including full name, email, mobile phone number, residential street address, date of birth and upload a copy of the purchase receipt. Individuals will then need to select one (1) of the Participating Retailers in which they made their Qualifying Transaction (from the list provided) and then submit the fully completed online entry form during the Promotional Period.
7. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them that (a) they have been awarded one (1) entry into the Major Draw (defined below); and (b) if they have won an Instant Prize (as defined below) and if so, details on how to verify their entry and claim their Instant Prize. Each entrant that has won an Instant Prize must claim their prize by 11.59pm (AEST) on 05/06/2025. All winners of an Instant Prize and/or a Major Prize (defined below) are subject to verification in accordance with these Terms and Conditions.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of how much is spent in that transaction in excess of \$20); (b) only one (1) entry is permitted per person per day; (c) a maximum of twelve (12) entries are permitted per person in total; and (d) each entry must be submitted separately and in accordance with entry requirements.
9. Entrants must retain their original 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 product purchased, 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. **In addition to the above, the Promoter reserves the right to invalidate entries where multiple entries have been submitted using the same receipt or receipt number, where the same receipt or receipt number is used by multiple entrants, or where entrants submit multiple entries with slight variations in email addresses or other details. Any attempt to jeopardise the integrity of the Promotion will, in the absolute discretion of the Promoter, render all suspicious and/or questionable entries invalid. If the Promoter suspects that there has been any sharing of receipts or manufacturing fake/duplicate receipts, for the purposes of submitting multiple invalid entries, the Promoter reserves the right to invalidate those entries without further notice to entrants.**
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.

Instant Prizes

14. Instant win prizes available to be won during the Promotional Period include:
 - 500 x \$250 Digital Prepaid Mastercard®;
 - 4,000 x \$100 Digital Prepaid Mastercard;
 - 20,000 x \$20 Digital Prepaid Mastercard; and
 - 474,862 x \$5 Digital Prepaid Mastercard(each an "**Instant Prize**").
15. Every entry received will have a 1 in 7 chance of winning an Instant Prize. Prizes will be awarded randomly throughout the Promotional Period, based on the number of entrants and in accordance with the following ratio:
 - \$250 Digital Prepaid Mastercard 0.10%
 - \$100 Digital Prepaid Mastercard 0.80%
 - \$20 Digital Prepaid Mastercard 4.01% and
 - \$5 Digital Prepaid Mastercard 95.09%.
16. Each Instant Prize will be awarded as a Vault Pays-enabled Prepaid Mastercard. Any ancillary costs associated with redeeming a Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited. Notice will not

be given prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

17. Any ACT winners of an Instant Prize will have their first initial surname and Postcode published online at <https://nowornever.jackdaniels.com> on 12/05/2025.
18. Instant Prizes will be awarded to the winner's mobile phone number as indicated at the time of submitting their winning entry.

Major Draw

19. Entries will be divided into one (1) of five (5) groups according to the Participating Store in which the entrant's Qualifying Transaction was made, as follows: Endeavour Group (BWS, Dan Murphy's & Jimmy Brings), Coles Liquor Group (Liquorland, Vintage Cellars & First Choice Liquor Market), Independent Brands Australia (Cellarbrations, The Bottle-O, IGA Liquor, Porters Liquor & Thirsty Camel (WA), LMG (Bottlemart, SipnSave & Thirsty Camel) or Other Independent stores (each a "**Group**"). There will be one (1) draw conducted from entries received in each Group (each a "**Major Draw**"). Each Major Draw will take place at Pilgrim Communications, 51A/23 Norton Street, Leichhardt NSW 2040 at 2:00pm AEST on 05/05/2025. The Promoter may draw additional reserve entries in each Major Draw and record them in order in case an invalid entry or ineligible entrant is drawn. Major Draw winners will be notified in writing within seven (7) days of the Major Draw and their first initial, surname and Postcode will be published online at <https://nowornever.jackdaniels.com> on 12/05/2025. All winners will be deemed provisional until verified by the Promoter.
20. The first valid entry drawn in each Major Draw will each win \$10,000 ("**Major Prize**"). Major Prizes will be awarded in the form of an electronic funds transfer (EFT). Each 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.
21. Only one (1) Major Prize permitted per person (excluding SA residents).
22. As a condition of accepting a Major Prize the winner must 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.

General

23. The Promoter's decision is final and no correspondence will be entered into.
24. Winner/s are responsible for ensuring that all prize delivery details provided are correct, including mobile numbers for the purposes of an Instant Prize. 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.
25. 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.

26. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
27. If any prize (or part of any 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.
28. Total prize pool value is up to \$4,271,917.16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. A draw for any unclaimed Major Prize or any Instant Prize that is won but remains unclaimed will take place on 06/06/2025 at the same time and place as the original Major Draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within seven (7) days of the draw. Any winner of a Major Prize, or ACT winner of an Instant Prize will have their first initial, surname and Postcode published online at <http://nowornever.jackdaniels.com> on 13/06/2025.
30. 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.
31. 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.
32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
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) use of an Instant Prize or Major 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 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 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 endeavor to resolve within a reasonable time), please inform us in writing at the address set forth in clause 37 below. All entries become the Property of the Promoter.
37. The Promoter is Brown Forman Australia Pty Limited (ABN 87 00 064 086) of Level 1, 51 Foveaux Street, Surry Hills NSW 2010, telephone 02 9764 8777.

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