

## HERRADURA MARGARITA MONTH CONSUMER PROMOTION TERMS AND CONDITIONS

1. Instructions on how to claim and the reward(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is Brown-Forman Australia Pty Limited (ABN 87 000 064 086) of Level 1, 51 Foveaux Street, Surry Hills NSW 2010, telephone (02) 9764 8777.
3. Entry is only open to WA and QLD residents aged 18 years or over.
4. 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, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
5. The promotion commences on 1 February 2025 and closes at 11:59PM AEDT on 28 February 2025 or once all Participating Venues (defined below) have received fifty (50) claims, whichever is first ("**Promotional Period**"). Claims must be received no later than 11:59PM AEDT on 28 February 2025.
6. A "Participating Venue" is any venue on the list provided by the Promoter to the claimants at the time of receiving the rewards.
7. To be eligible to claim a reward, individuals must undertake the following steps during the Promotional Period:
  - (a) click on sponsored Instagram or Facebook post advertising the promotion or visit <https://summerofmargs.herradura.com> and follow the prompts to confirm they are aged 18 years or over to be directed to the promotion entry page;
  - (b) input the requested details, including first name, last name and email address; and
  - (c) follow the steps to submit the fully completed claim form.
8. Successful claimants will receive an email providing them with the reward and details on the Participating Venues and how to redeem their reward.
9. Successful claimants will receive a voucher for one (1) menu item up to the maximum value of \$20 at a Participating Venue of the claimant's choice.
10. Only one (1) claim is permitted per person. Offer is strictly limited to the first fifty (50) valid claims in each Participating Venue.
11. In accordance with the Responsible Service of Alcohol requirements, Claimants acknowledge that the staff of the Participating Venues have the right to refuse redemption of a voucher in the event a claimant is overly intoxicated in the reasonable opinion of the Participating Venue staff.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher

is subject to any terms and conditions of the issuer and the Participating Venues including those specified on the voucher.

14. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim 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.
15. Incomplete or indecipherable claims will be deemed invalid.
16. The Promoter accepts no responsibility for any tax implications arising from a claimant receiving a gift card and the claimant must seek their own independent financial advice. If, for GST purposes, this promotion results in any supply being made for non-monetary consideration, claimants must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
17. If for any reason a claimant does not take a reward by the time stipulated by the Promoter, then the reward will be forfeited.
18. If a reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward (or that part of the reward) with a reward of the equal value and/or specification.
19. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
21. 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.
22. 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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a reward.

23. 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/](http://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, Herradura 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 Herradura 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.