

“IBA WOODFORD RESERVE KENTUCKY DERBY IN STYLE PROMOTION” 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 21 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Retail Outlets (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 1st cousin.
4. Entries into the promotion open on 11/11/2024 and close at 11:59pm AEDST on 03/12/2024 (“**Promotional Period**”).
5. A participating retail outlet is any Ritchies, The Bottle-O, Cellarbrations or IGA Liquor outlet in Australia (including their official online stores) that stocks an Eligible Product (defined below) and displays advertising material relating to this promotion during the Promotional Period (“**Participating Retail Outlet**”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase any Woodford Reserve 700ml or more product (each an “**Eligible Product**”) from a Participating Retail Outlet (“**Qualifying Transaction**”).
7. To enter, individuals must then, during the Promotional Period, visit IBAkentuckyderby.woodfordreserve.com, follow the prompts to the promotion entry page, input the requested details (including but not limited to their full name, full mailing address, phone number, email and date of birth), upload a photo of their purchase receipt and submit the fully completed entry form.
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 the Qualifying Transaction in excess of one (1)); (b) only two (2) entries permitted per person per day; and (c) 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 Participating Retail Outlet 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.
14. The draw will take place at Anisimoff Legal, G13, Amy Close, North Wyong NSW 2259 on 06/12/2024 at 3:00pm AEDST, 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. The winner will be notified by email and telephone within seven (7) business days of the draw and their name (first initial surname and postcode) will be published online at IBAkentuckyderby.woodfordreserve.com on 13/12/2024.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The first valid entry drawn will win a trip for two (2) adults to Louisville, USA valued at up to AU\$30,000 (depending on date and point of departure).

Prize includes:

- Two (2) x return economy airfares from winner's nearest Australian capital city to Louisville, USA;
- Seven (7) x nights twin or double share 4 – star accommodation in Louisville, USA;
- Return airport to hotel accommodation transfers;
- Two (2) x hospitality tickets to the Kentucky Derby and Kentucky Oaks
 - including all race-day shuttle transfers;
 - 2nd Floor Grandstand Seating with Elevated Starting Line & Final Turn Views;
 - and
 - Access to the Affirmed Lounge Hospitality Area with Gourmet Chef's Tables, Open Premium Bar, Live Entertainment between races and Jockey Meet & Greetings and Derby Museum Access.
- One (1) x Woodford Reserve Distillery Premium Tour for two (2) adults (including return transfers to and from hotel);
- One (1) x AU\$1,000 spending money (winner only); and
- One (1) x AU\$2,000 fashion allowance (winner only).

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 30/04/2025 and 09/05/2025 and is subject to booking and flight availability. The winner and their companion must depart Australia on 30/04/2025, unless the winner resides in WA in which case the departure date will be 29/04/2025. 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. The legal drinking age in the USA is 21 and whilst individuals aged 18 years and over but under 21 years can participate in and redeem all elements of the major prize, only individuals aged 21 years or over will be legally allowed to order and consume alcohol whilst participating in certain elements of the prize.

17. The Jocky "Meet & Greet" provides the winner (and their companion) with an opportunity to meet one or more jockeys of the Kentucky Derby, and an opportunity to have a photograph taken. This element of the prize is not guaranteed and are subject to the goodwill of the jockeys on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that this element of the prize cannot be offered for any reason.
18. 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.
19. 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.
20. 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.
21. 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.
22. The Kentucky Derby and Kentucky Oaks ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
23. Total prize pool value is up to AU\$30,000.
24. Prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. A draw for the unclaimed prize may take place on 13/01/2025 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 two (2) business days of the draw and their name will be published online at IBAkentuckyderby.woodfordreserve.com on 20/01/2025.
26. 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.
27. 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.

28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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.
30. 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) if the Kentucky Derby and Kentucky Oaks 2025 event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use / taking of the prize.
31. 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/) 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, Woodford Reserve 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 Woodford Reserve 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 30 below. All entries become the Property of the Promoter.

32. 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 ("Promoter").

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