

MAKER'S MARK SUIT ACTIVATION

TERMS AND CONDITIONS

1. Information on how to enter, mechanics of entry and prizes form part of these Terms and Conditions. Entry into the promotion is deemed acceptance of these Terms and Conditions. Entry is via manual ballot entry only.

ELIGIBILITY

2. Entry is only open to persons aged 18 years or older who attend The Orient Hotel at 89 George Street, The Rocks, NSW 2000 (**The Orient Hotel**) during opening hours during the Promotional Period (**Entrants**).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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.

PROMOTIONAL PERIOD

4. The promotion commences at 4:00pm (AEDT) on 30/10/2020 and ends at 8:00pm (AEDT) on 29/11/2020 (**Promotional Period**).
5. For the purpose of determining prize winners and awarding prizes, the Promotional Period will be divided into promotional stages, commencing and closing on the dates and times (AEDT) set out in the table below (each, a **Promotional Stage**).
6. Each Promotional Stage will have its own draw at The Orient Hotel on the date and time set out below (each, a **Draw**). All entries received during a Promotional Stage will be entered into the corresponding Draw to determine one (1) winner for that Promotional Stage. Entries for each Promotional Stage must be received by the Promoter during the Promotional Stage to be eligible for the corresponding Draw. Entries received in a given Promotional Stage are only eligible for the corresponding Draw and will NOT rollover into any subsequent Draw(s). The winners will be notified in writing (via text message or email) and their names and localities will be published on jimbeamadventure.com.au (Promotional Website) on [01.12.2020] and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify winners of the results of the Draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

HOW TO ENTER

7. To enter the promotion, Entrants must, during the Promotional Period:
 - a. Purchase one (1) Old Fashioned cocktail made on Maker's Mark Bourbon Whiskey from The Orient Hotel (**Eligible Purchase**);
 - b. Retain the entry token provided to the Entrant by The Orient Hotel bar staff member at the time the Eligible Purchase is made (**Entry Token**);
 - c. Obtain an official entry form from The Orient Hotel staff, fully and correctly complete the entry form in the manner required, including providing the Entrant's name, telephone phone number, and date of birth; and
 - d. Place the completed entry form in the entry barrel provided within The Orient Hotel.

(together, an **Entry**)

8. Multiple Entries are permitted, however each Entrant may only submit one **(1) Entry per calendar day during the Promotional Period** and each Entry must be submitted separately and must independently comply with these Terms and Conditions.
9. Entries submitted in person must be original and photocopies or images of entries will not be accepted. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected Entries.
10. The promotion will be conducted in an individual on-premise licenced venue. Entry and continued participation in this promotion is subject always to The Orient Hotel's liquor serving policy and the NHMRC Guidelines as set out in Condition 32. It is a condition of entering the promotion that Entrants obtain admission into The Orient Hotel. The Orient Hotel reserves the right to refuse entry into or eject an Entrant from The Orient Hotel for any valid reason (including but not limited to applicable age restrictions, inappropriate behaviour, inappropriate dress standards, or intoxication). The Promoter in its absolute discretion reserves the right to deem any or all entries of an Entrant invalid if the Promoter reasonably believes the Entrant did not obtain lawful admission into The Orient Hotel.

DRAWS

11. Promotional Stages and Draws will be held as follows:

Promotional Stage	Start	End	Draw
1	4:00pm 30 October 2020	7:59pm 3 November 2020	8:00pm 3 November 2020
2	4:00pm 20 November 2020	7:59pm 21 November 2020	8:00pm 22 November 2020

12. The Promoter may draw up to five (5) additional reserve entries in each draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept or declines to participate in the prize. Each Entrant whose entry is drawn by the Promoter must confirm their eligibility to be awarded a prize and their ability to accept and participate in the prize within ten (10) business days of being successfully notified by the Promoter that their entry has been drawn, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process a prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 21. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to be awarded the prize and ability to participate in the prize and has otherwise complied with the eligibility requirements will the Entrant, subject to these Terms and Conditions, be an eligible Entrant and be deemed a winner.

PRIZE

13. The first (1) eligible entries randomly drawn from all entries received during **Promotional Stage 1**; AND the first (1) eligible entries randomly drawn from all entries received during **Promotional Stage 2**; will each win a *Bespoke Corner Suit Package* for the winner and three (3) companions aged 18 years or older to attend a Maker's Mark experience at the Bespoke Corner at 223 Glenmore Road, Paddington NSW 2021 (**The Bespoke Corner**), valued at **\$1,500**.

The Bespoke Corner Suit Package includes:

- a. A tailored suit and accessories for the winner; and
- b. A Maker's Mark experience and hospitality package for the winner and their companions.

14. A prize must be taken on the date nominated by the Promoter and in accordance with the applicable draw, otherwise the prize is forfeited. All components of the prize must be taken together and when offered or are forfeited. Event organisers reserve the right in their absolute discretion to change or amend the event program without notice. The Promoter accepts no responsibility for the rescheduling, change or delay of the event for any reason beyond the control of the Promoter.
15. A prize does not include travel and/or transport to and from The Bespoke Corner. For the avoidance of doubt, the winners and their companions (if any) must make their own way (at their own cost and responsibility) to The Bespoke Corner to participate in the Maker's Mark experience.
16. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the winner and their companions (if any).
17. Each winner and their companions (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of a prize and participation in a prize is subject to any prevailing terms and conditions of event organisers and any other prize suppliers, and in particular behaviour and safety requirements. Each winner and/or their companions (if any) must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the prize, including all directions relation to responsible consumption of alcohol, age, health, behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of The Bespoke Corner and/or Maker's Mark experience, to disqualify, sanction and/or remove a winner and/or their companions (if any) from the experience, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Terms and Conditions generally. If a winner and/or their companions (if any) fail to participate in the prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.
18. The Promoter reserves the right to request the winner and all companions (if any) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the eligibility, identity and age of the winner and companions (if any) before issuing the prize.
19. It is a condition of accepting and participating in the prize that the winner and companions (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
20. The total maximum prize pool value is **\$3,000**. The prizes are not exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.

GENERAL

21. The Promoter may conduct a further draw at 10:00am on **02/03/2021** at Promotion in Motion at 77 Alexander St, Crows Nest NSW 2065, in order to distribute a prize (if any) unclaimed by that date, subject to any written direction given under State legislation. In the event of any winner in an unclaimed prize draw, the winner will be published on **09/03/2021** on the Promotional Website and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify the winner(s) of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
22. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. If any documentation required by

the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.

23. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Terms and Conditions; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
24. The prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
25. It is a condition of accepting a prize that a winner may be required to sign legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
26. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
27. As a condition of entering this promotion, each Entrant consents to the Promoter using the Entrant's name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
28. As a condition of participating in the prize, the winner must procure that each of the winner's companions (if any) also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
29. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State legislation.
30. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, epidemic, pandemic state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State legislation.
31. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.

32. The Promoter encourages consumers to enjoy alcohol in moderation. Australian legal aged consumers are advised to consider the 'low risk drinking' guideline recommended in the National Health & Medical Research Council Australian Alcohol Guidelines (available at <http://www.nhmrc.gov.au>), which state: for healthy men and women, drinking no more than two (2) standard drinks on any day reduces risk of harm from alcohol-related disease or injury over a lifetime and drinking no more than four (4) standard drinks on a single occasion reduces the risk of alcohol-related injury arising from that occasion. Participation in the promotion is subject to relevant liquor legislation in the applicable State, including responsible service of alcohol. Australian consumers are also encouraged to visit the Australian Government's information site for alcohol at www.alcohol.gov.au.
33. For any concerns or issues please contact the promoter's Dispute Resolution Officer at Promotion in Motion Pty Ltd. In the event of a dispute, the dispute will be adjudicated by the promoter.
34. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

PRIVACY

35. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
36. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State lottery legislation.
37. The Promoter will make available for each Entrant, at time of entry into the promotion or as soon as practicable thereafter, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
38. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at info@pimgroup.com.au. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at <https://www.pimgroup.com.au/PimPrivacyPolicy.pdf>.
39. In these Terms and Conditions: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
40. **Promoter:** c (ABN 68 968 894) of 77 Alexander Street, Crows Nest NSW 2065; Telephone: 02 9439 1100.