

“JAGERMEISTER IBA 2010” PROMOTION

HOW TO ENTER

- i. To be eligible to enter, individuals must purchase a specially marked 700ml bottle of Jagermeister from a participating Cellarbrations or The Bottle-O store (“**Off-Premise Purchase**”) nationally between 02/08/10 and close of business on 29/08/10.
- ii. To receive an entry into the major prize draw, individuals must visit www.liveloud.com.au, follow the prompts to the promotional entry page, input the requested details including their full name, postcode, email address, postal address, phone number, date of birth, the unique code (found on the promotional ticket for Off-Premise Purchases) and details of where the Jagermeister purchase was made and submit the fully completed entry form;

so that the entry is received by 11.59pm AEST on 29/08/10.

TERMS AND CONDITIONS

1. Information on how to enter and prizes 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.
3. Employees (and their immediate families) of the Promoter, participating stores/venues 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. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs. 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.
5. Incomplete or indecipherable entries will be deemed invalid.
6. Multiple entries permitted, subject to the following: (a) only one entry permitted per specified purchase requirement; (b) each entry must be submitted separately and in accordance with entry requirements.
7. Entrants must retain a copy of their purchase receipt(s) and promotional ticket(s) clearly showing the unique code(s) used to enter for all entries as proof of purchase. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry. 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.
8. 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.

Promotion commences at 9am AEST on 02/08/10. Entries for the major prize draw close at 11.59pm AEST on 29/08/10.

9. There will be 4 weekly prize draws throughout the promotional period. Each prize draw will take place at Next Digital (SMS Intelligence), Level 4, 241 Castlereagh Street, Sydney, NSW 2000 at 12 noon on 9th, 16th, 23rd and 30th of August. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. 25 winners will be drawn at each weekly draw giving a total of 100 prize winners. Results will be published in the Australian 16/09/2010.
10. Winners will be notified by email. They will have 7 days (SA, NSW & ACT excluded) to claim their prize. Upon email notification of the entrant winning the Jagermeister Prize Pack the entrant will be asked to confirm the delivery address via return email. It is the entrant's responsibility to provide a valid email address as per the conditions of entry; the promoter accepts no responsibility for the entrant submitting an invalid email address.
11. Multiple winners are permitted, subject to the following conditions: (a) each entry will be eligible to win once only; (b) each winning entry must be submitted separately and in accordance with entry requirements; (c) after

an entry has been deemed a winner it will **NOT** be eligible to win again and will be removed from any future prize draw.

12. The Promoter's decision is final and no correspondence will be entered into.
13. Prize Pack Details
 - (a) Prize Pack includes: one (1) Jagermeister branded snowboard; one (1) set of snowboard bindings; one (1) Jagermeister branded snowboard bag; one (1) Jagermeister branded hoodie. Recommended Retail Price of Price Pack is valued at \$800.
 - (b) In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
14. For SA, NSW and ACT Entrants only: If any Jagermeister prize pack remains unclaimed by 9am AEDST on 30/11/10 an unclaimed prize draw will take place at 12 noon on 01/12/10 at Next Digital (SMS Intelligence), Level 4, 241 Castlereagh Street, Sydney, NSW 2000. The first valid entry drawn and successfully contacted in writing (email) will win the prize. If the unclaimed prize draw winner cannot be contacted within 24 hours, this condition will apply to subsequent draws until a prize winner is determined. Results will be published in The Australian on 08/12/10. It is the entrant's responsibility to provide a valid email address; the promoter accepts no responsibility for the entrant submitting an invalid email address.
15. All other entrants will have 7 days to claim their prize after the specified draw date. If any Jagermeister prize pack remains unclaimed after this time. An unclaimed prize draw will take place at 12 noon on 07/09/10 at Next Digital (SMS Intelligence), Level 4, 241 Castlereagh Street, Sydney, NSW 2000. The first valid entry drawn and successfully contacted in writing (email) will win the prize. If the unclaimed prize draw winner cannot be contacted within 24 hours, this condition will apply to subsequent draws until a prize winner is determined. Results will be published in The Australian on 16/09/10. It is the entrant's responsibility to provide a valid email address; the promoter accepts no responsibility for the entrant submitting an invalid email address.
16. Upon email notification of the entrant winning the 2nd Chance Draw the entrant will be asked to confirm the delivery address via return email.
17. Maximum national prize pool value is \$80,000. A total of 100 prize packs.
18. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy. The Promoter advocates the responsible service and consumption of alcohol.
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/publications/synopses/ds10syn.htm. 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 a 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 a prize (or part of a 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. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
23. 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.
24. Printing and other 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. Any instant win prizes that are part of the advertised total prize pool will be awarded.
25. 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

26. 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, 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.
27. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 a prize.
28. As a condition of accepting a prize, a winner may be required to sign 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.
29. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. The Promoter may also share certain information with Tran Investments Australia Pty Ltd (trading as Liquor Legends). Entry is conditional on providing this information. The Promoter and Tran Investments Australia Pty Ltd (trading as Liquor Legends) may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter by using the Promoter's details as specified in clause 34 below. All entries become the property of the Promoter.
30. The Promoter is Suntory (Aust) Pty Ltd (ABN 27 001 628 780) of 34 Rosebery Avenue, Rosebery, NSW 2018, telephone (02) 9663 1877.

NSW Permit No. LTPS/10/05713. VIC Permit No. 10/2019. ACT Permit No. TP10/02498.1. SA Permit No. T10/1328.