

JIM BEAM ELECTRIC CHOPPER BIKE PROMOTION

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet or premium SMS (short messaging service) only.
 2. Entry is only open to residents of Australia (excluding the Australian Capital Territory (**ACT**)) aged 18 years or older (**Entrants**). 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.
 3. The promotion will be conducted in participating on-premise licensed venues (**Participating Venues**) and participating off-premise licensed outlets (**Participating Outlets**) Australia wide, excluding ACT. Entry and continued participation in this promotion is subject always to the Participating Venue/Outlet's licensee's liquor serving policy.
 4. The earliest that the promotion may commence at a Participating Venue or Participating Outlet is 12:01am (local time) on **14/11/2011** and the latest that the promotion may close at a Participating Venue or Participating Outlet is 11:59pm (local time) on **2/1/2012** (excluding Participating Venues and Participating Outlets in SA where the promotion commences at 12:01am (local time) on **14/11/2011** and closes at 11:59pm (local time) on **2/1/2012**). The promotional period for the promotion in a Participating Venue or Participating Outlet will be displayed on a promotional poster in that Participating Venue or Participating Outlet (as applicable) and is the period from when entry into the promotion commences until entry closes (**Promotional Period**). The draw will take place at 12:00pm (AEST) on **9/1/2012** at MessageMedia Interactive, Level 22, 385 Bourke Street, Melbourne VIC 3000. The winners will be notified by telephone and in writing (mail or email). The winners' names and localities will be published in The Australian on **12/1/2012**. All reasonable steps to notify the 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.
 5. To enter the promotion, Entrants must, during the Promotional Period, purchase any one (1) Jim Beam product (**Eligible Purchase**) from a Participating Venue or Participating Outlet to receive a promotional card containing a six (6) digit unique code from sales staff at the Participating Venue or Participating Outlet (as applicable); and
 - a. send a SMS in the required format to 199 77 666. The required SMS format is "ELIGIBLE PURCHASE'S SIX (6) DIGIT UNIQUE CODE" + space + "ENTRANT'S FIRST NAME" + space + "ENTRANT'S LAST NAME" + space + "ENTRANT'S CURRENT AND VALID EMAIL ADDRESS" + space + "ENTRANT'S RESIDENTIAL POSTCODE";

Example of correct entry: abc123 John Smith jsmith@hotmail.com 2000
- OR**
- b. log onto www.jimbeam.com.au (**Promotional Website**) and fully and correctly complete and successfully submit the online entry form, including providing the Entrant's full name, date of birth, contact telephone number, telephone number (if applicable), current and valid email address, and the Eligible Purchase's six (6) digit unique code.
6. For entries received at Participating Venues, a maximum of one (1) entry per Entrant per day applies in Participating Venues in New South Wales and a maximum of four (4) entries per Entrant per day applies to all other Participating Venues. Each entry must be based on a separate Eligible Purchase, must be submitted separately and must independently comply with these Conditions of Entry.
7. For entries received at a Participating Outlet, multiple entries accepted however each entry must be based on a separate Eligible Purchase, must be submitted separately and must independently comply with these Conditions of Entry.
8. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate,

erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.

9. For Participating Outlets each Entrant must retain and may be required to present proof of each Eligible Purchase in order to claim a prize. An Entrant may be required to provide to the Promoter proof of purchase for all entries made. If an Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then all the entries of that Entrant will be ineligible and deemed invalid. Proof of purchase includes providing the original, copy or scan of the store receipt for each Eligible Purchase made during the Promotional Period. Purchase receipt(s) must clearly state the Participating Outlet where the Eligible Purchase was made and indicate that the Eligible Purchase was made during the Promotional Period but prior to entry.
10. SMS entries must be sent from a mobile phone handset and be identified by a MSISDN (unique mobile SIM number) for security reasons to be eligible. Some service providers and call plans may not provide access to premium SMS. Entrants must check with their service provider if unsure. SMS is not a guaranteed delivery communication tool. The Promoter and the service provider cannot accept responsibility for any SMS messages not received. Entrants must have the bill payer's permission to enter the promotion or their entry will be deemed invalid. Maximum SMS cost \$0.55 (including GST) per message sent. Standard carriers' SMS costs may apply. Standard carrier SMS costs remain the responsibility of each Entrant and are dependent on the carrier used and an Entrant's mobile phone plan. Any SMS entries submitted after the Promotional Period has closed will not be included in the promotion and will incur the \$0.55 (including GST) charge per message sent. The charges for all SMS entry services will appear on the Entrant's next mobile phone bill. All general queries relating to mobile bills should be directed to the Entrant's mobile or telephone carrier. Premium SMS service provided by MessageMedia Interactive. For help using the premium SMS service, call the mobile premium service helpline on 1800 205 596.
11. A free reply SMS will be sent to an Entrant submitting an entry by SMS immediately after their entry has been received confirming their entry has been successfully received and advising that their entry has been entered into a draw. If a SMS entry is not successful because it is not in the required SMS format or the unique code submitted is not recognised by the Promoter as an eligible unique code for the promotion, an "invalid code" message will be sent to the originating phone number. The "invalid code" message will prompt the Entrant to re-enter the unique code and resubmit their SMS entry in the required form. If an Entrant elects to resubmit their SMS entry via premium SMS, the Entrant will be charged again at a maximum SMS cost of \$0.55 (including GST) per message sent. If an Entrant wants to unsubscribe from the promotion and stop receiving electronic marketing messages they can call the mobile premium service helpline on the number above.
12. If an online entry is not successful because the unique code submitted is not recognised by the Promoter, the Entrant will be prompted to try again. The "try again" message will prompt the Entrant to check their unique code and resubmit their online entry in the required manner.
13. If a SMS or online entry is not successful because the Entrant has already submitted one (1) entry that day, a "maximum entries exceeded" message will be sent to the originating telephone number of the Entrant or the mobile telephone number nominated in the Entrant's online entry (as applicable) to notify the Entrant that the maximum number of entries permitted has been exceeded for that day. The "maximum entries exceeded" message will prompt the Entrant to re-submit their SMS or online entry on the following day. If the Entrant elects to resubmit their SMS entry via premium SMS, the Entrant will be charged again at a maximum SMS cost of \$0.55 (including GST) per message sent.
14. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service provider used. Contact details entered incorrectly on the Promotional Website by an Entrant will deem an entry invalid.
15. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
16. The first fifty (50) eligible entries randomly drawn from all entries received in this promotion will each win one (1) Jim Beam Electric Chopper Bike, valued at **\$3,000.00**. Total maximum prize pool is **\$150,000.00**. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. The Promoter

accepts no responsibility for any tax implications that may arise from the 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.

17. The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on **4/4/2012** in order to distribute any prizes if unclaimed by that date, subject to any written directions given under applicable State legislation. In the event of any winner in the unclaimed prize draw, the winner(s) will be notified by telephone and in writing (by mail or email) and the winner(s)' names and localities will be published in The Australian on **11/4/2012**. All reasonable steps to notify the winners of the results of the unclaimed prize draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
18. 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. The Promoter reserves the right to request an Entrant 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 Entrant's identity, age, residential address, eligibility to enter and claim a prize, that the Entrant obtained the bill payer's consent to enter by SMS before submitting their entry (if applicable), that the Entrant has a clear relationship with the end mobile device used to enter via SMS (if applicable), and any information submitted by the Entrant in entering the promotion, before issuing a prize or as and when required during participation in a prize. If the 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 satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.
19. It is a condition of accepting a prize that a winner may be required to sign a legal release or releases in a form determined by the Promoter, Participating Venue or Participating Outlet (as applicable) and/or any prize supplier in its or their absolute discretion.
20. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged 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. A prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
21. Any attempt to cause malicious damage or interference with the normal functioning of the SMS applications, the Promotional Website or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
22. 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.
23. If this promotion is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects 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 an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State legislation.
24. The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by 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 prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims.

25. As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media 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, in the event they are a winner, to participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
26. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award a prize. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
27. An Entrant also agrees that the Promoter may, in the event the Entrant is a 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. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at: Tiffany.Madsen@BeamGlobal.com. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
28. By participating in the promotion, an Entrant also acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners who may contact the Entrant with special offers in this way. By entering the promotion, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition.
29. The Promoter encourages consumers to enjoy alcohol in moderation. Legal aged consumers are advised to consider the 'low risk drinking' guideline recommended in the National Health & Medical Research Council Australian Alcohol Guidelines which states: for healthy men and women, drinking no more than two (2) standard drinks on any day reduces your risk of harm from alcohol-related disease or injury over a lifetime. Drinking no more than four (4) standard drinks on a single occasion reduces the risk of alcohol-related injury arising from that occasion. A full version of the guidelines is available at: <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. Participation in the promotion is subject to relevant liquor legislation in each applicable State, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Government's information site for alcohol at www.alcohol.gov.au.
30. **Promoter:** Beam Global (Australia) Pty Ltd (ABN 85 003 953 357) of Level 1, Building 2, 49 Frenchs Forest Road, Frenchs Forest NSW 2086.

NSW Permit No. LTPS/11/07666. SA Permit No. T11/1757. VIC Permit No. 11/1762.