

## TERMS AND CONDITIONS – JACK DANIEL’S ‘POCKETvoucher’ Rip It Up 2009 (“Promotion”)

### HOW TO ENTER:

1. Simply fill in the Jack Daniel’s survey on [www.ripitup.co.nz/jackdaniels](http://www.ripitup.co.nz/jackdaniels) with the first 500 completed surveys receiving a POCKETvoucher for two (2) complimentary Jack Daniel’s drinks.
2. The survey commences at 12.01am on 2 November 2009 and closes at 11.59pm on 7<sup>th</sup> January 2010 (“Survey Period”). No POCKETvouchers will be issued after the close of the Survey Period.
3. In the instance of all 500 POCKETvouchers being issued, then all surveys submitted above 500 will be entered the draw to win one (1) of 10 Jack Daniel’s prize packs.
4. You can only complete the survey once.

### POCKETvouchers – Two (2) Complimentary Jack Daniel’s

The first 500 completed surveys submitted will receive a mobile voucher (**POCKETvoucher**) for two (2) complimentary Jack Daniel’s at specified bars. A complimentary Jack Daniel’s is deemed as a 30ml full strength Jack Daniel’s pour. Not redeemable for RTD’s.

Participants will receive their POCKETvoucher via text message and can redeem their POCKETvoucher by showing the text message on their phone to the bartender at any participating bar listed at [www.jacksround.co.nz](http://www.jacksround.co.nz)

You can only redeem one (1) POCKETvoucher per visit and each POCKETvoucher can only be redeemed once. With all redemptions made by the 31<sup>st</sup> January 2010.

Redemption of a POCKETvoucher will be subject to all applicable licensing laws and regulations and will be carried out at the discretion of the participating bar.

There is a maximum of one (1) POCKETvoucher issued per mobile, per survey completed.

### Jack Daniel’s Prize Packs

Every survey submitted above the first 500 will be entered in the draw to win one (1) of 10 Jack Daniel’s prize packs. Each prize pack will contain one (1) Jack Daniel’s cap and one (1) Jack Daniel’s T-Shirt.

All winners will be drawn at the conclusion of the survey period. Survey closes at 11.59pm on 7<sup>th</sup> January 2010. Jack Daniel’s prize pack winners will be drawn on Monday 11<sup>th</sup> January 2010.

### GENERAL TERMS AND CONDITIONS OF ENTRY:

#### ENTRY:

1. Information on how to enter and the POCKETvoucher details form part of these Terms and Conditions of Entry. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. This Promotion is only open to “**Eligible Entrants**”, being individuals who: (i) are residents of New Zealand aged 18 years or older. All Eligible Entrants must ensure that their surveys are received by the Promoter during the Claim Period. The Promoter takes no responsibility for late or illegible entries, incorrect or inaccurate transcription of entry information, for system failures at the handling house, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access telecommunications network services, or any other error or malfunction. Neither can the Promoter be held responsible for the failure to fulfil the obligations of any of the third parties involved in this Promotion, although the Promoter will always endeavour to minimise the effect to the participant of any such failure.

**GENERAL:**

3. The Promoter reserves the right, at any time, to verify the validity of surveys and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant/claimant who submits a survey that is not in accordance with these Terms and Conditions of Entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. Incomplete, indecipherable or illegible entries will be deemed invalid.
5. The Promoter's decision is final and no correspondence will be entered into.
6. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for death or any personal injury suffered or sustained as consequence participation in the promotion or as a consequence of the use and enjoyment of any guaranteed reward.
7. POCKETvouchers are not transferable or exchangeable and cannot be taken as cash.
8. There is a maximum of one (1) POCKETvoucher issued per mobile, per survey, for the first 500 surveys received. The Promoter will not be responsible for surveys not received, recognised or delayed and proof of sending or entering such details does not constitute receipt.
9. Any person suspected of cheating in the opinion of the Promoter through either the stealing/forgery/mutilation/manipulation of surveys, creation or use of software to aid in multiple entries and otherwise fraudulently falsifying data or acting in any way fraudulent, in the opinion of the Promoter, will be removed from the Promotion and damages may be sought.
10. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies) 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 attributable to any 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 POCKETvoucher 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 of Entry; or (e) use of a POCKETvoucher.
11. All survey data remains the property of the Promoter. The Promoter collects Eligible Entrants' personal information in order to conduct the Promotion. If the information requested is not provided, the Eligible Entrant may not participate in the Promotion. A request to access, update or correct any information should be directed to the Promoter at their address set out in clause 14.
12. The Promoter reserves the right to cancel or amend this Promotion due to events arising beyond its control. The Promoter is not responsible for any third party acts or omissions.
13. For further assistance or queries regarding this Promotion please call 0508 276 556.
14. All personal information provided by Eligible Entrants will be held for the Promoter at Apollo Marketing, PO Box 37-986, Parnell, Auckland, 1151 or such other place as is notified to the Eligible Entrant on request. Under the Privacy Act 1993, Eligible Entrants have the right to access and correct their personal information. The Promoter reserves the right to amend or modify these Terms and Conditions of Entry at any time and from time to time.
15. The Promoter is Hancocks Wine and Spirit Merchants Limited, PO Box 47191, Ponsonby, Auckland.