

STANDARD FORM TERMS AND CONDITIONS TRADE PROMOTIONS

“Campari Artwork Promotion”

Terms and Conditions

Information on how to enter and prize(s) form part of these Terms and Conditions (**terms**). By participating, you agree to be bound by these terms. Entries must comply with these terms to be valid.

Details	
Promotion Website	www.campariau.com/Win
Promoter	Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 21, 141 Walker Street, North Sydney, NSW 2060, phone 1800 856 939.
Permit number	The Promotion is authorised under permit number LTPS/20/43044
Promotional Period	The Promotion commences at 9am (AEST) on Monday 23 rd March 2020 and closes at 5pm (AEST) on Monday 6 th June 2020
Eligible Entrants	Entry is open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, its related entities and any agencies associated with this Promotion are ineligible to enter.
Entry	<p>1. To enter, each Eligible Entrant must, during the Promotional Period:</p> <p style="padding-left: 20px;"><i>Insert your contact details and subscribe to Campari’s mailing list on the official online entry form at above-mentioned Promotion Website within the promotional time period, and accept the promotional terms & conditions.</i></p> <p style="padding-left: 20px;"><i>There is no purchase required to enter the competition.</i></p> <p>2. Entrants agree to comply with Instagram’s terms and conditions available at https://help.instagram.com/581066165581870. Entrants must not submit any Content that is unlawful, fraudulent, in breach of any intellectual property, privacy or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, discriminatory, or that encourages underage or excessive consumption of alcohol.</p> <p>3. Entries which in the reasonable opinion of the Promoter:</p> <p style="padding-left: 20px;">(a) are received outside the Promotional Period;</p> <p style="padding-left: 20px;">(b) contain defamatory, offensive or inappropriate content or infringe intellectual property rights;</p> <p style="padding-left: 20px;">(c) are incomplete or indecipherable; or</p> <p style="padding-left: 20px;">(d) do not otherwise comply with these terms,</p> <p style="padding-left: 20px;">will be invalid and ineligible for any prize.</p> <p>4. Only 1 entry permitted per person.</p>
Draw	<p>5. The Draw will be conducted at Campari Group Head Office, located at the above Promoter address, on the following date:</p> <p style="padding-left: 20px;">(1) Monday 8th June 2020</p> <p style="padding-left: 20px;">by way of a random draw.</p> <p>6. The first valid entry randomly drawn will win the Major Prize (Winner)</p> <p>7. The Promoter may at any time (including after the Promotional Period), verify the validity of entries and entrants and disqualify any individual who the Promoter reasonably believes has breached any of these terms or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion.</p> <p>8. If there is a dispute as to the identity of an entrant, the Promoter may, in its sole discretion, determine the identity of the entrant.</p>

Prize(s)	<p>9. MAJOR PRIZE: The Winner will receive 1x printed canvas artwork created by Biennale artist Bhenji Ra. The total Major Prize is valued at \$999 (recommended retail price).</p> <p>10. If the Major Prize is unavailable, the Promoter in its absolute discretion, may substitute the Prize (or a component of the Prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.</p>
Notification of Major Prize Winner	<p>11. The Major Prize Winner will be notified in writing (email) within 2 days of the Draw. Their name will also be published on Instagram through a sponsored story on the Campari Australia Instagram page (https://www.instagram.com/campariau/)</p> <p>12. In the event that the Winner cannot be contacted, the Promoter will retain the Prize for three months from the date of the Draw. If the Prize is not claimed within this time, the Promoter will re-draw another winner for the unclaimed Prize at the same location, by way of a random draw (Re-draw).</p> <p>13. The winner of the Re-draw will be contacted in writing (email) within 2 days of the Re-draw. Their name will also be published on Instagram through a sponsored story on the Campari Australia Instagram page (https://www.instagram.com/campariau/)</p> <p>14. The Prize will be delivered free of charge to the Winner (or Re-draw winner) at the address nominated on their entry within 6 weeks of the draw (or Re-draw).</p>
Privacy	<p>15. The Promoter will collect, use and disclose your personal information in conducting the Promotion in accordance with its Privacy Policy, available at https://www.campariau.com/wp-content/uploads/2019/05/Privacy-Policy.pdf. The Promoter may also use your personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to, or telephoning, you.</p> <p>16. 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 same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion and any of the Promoter's products.</p> <p>17. Entrants also license and grant the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including the Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants consent to any dealings with their entry that may otherwise infringe any moral rights in the entry, to the extent permitted by law.</p>
Miscellaneous	<p>18. The Promoter encourages consumers to enjoy liquor responsibly. Consumers of legal drinking age are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines (available at www.nhmrc.gov.au).</p> <p>19. Each entrant releases the Promoter and Instagram, their respective employees, directors and officers from all claims and loss suffered due to entrant's participation in this competition.</p> <p>20. Each entrant acknowledges that the promotion is in no way sponsored, endorsed, administered by or associated with Instagram.</p> <p>21. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason beyond the reasonable control of the Promoter including technical difficulties, unauthorised intervention or fraud, the Promoter may, to the extent permitted by law:</p> <ul style="list-style-type: none"> (a) disqualify any entrant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion or modify the Prize, as appropriate. <p>22. Nothing in these terms limits, excludes or modifies (or purports to do so) any non-excludable guarantees or warranties under consumer law (Non-Excludable Guarantees).</p> <p>23. Except for the Non-Excludable Guarantees and any other liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) will not be responsible and excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of:</p> <ul style="list-style-type: none"> (a) the Promotion and/or the taking or use of the Prize; (b) any technical difficulties or equipment malfunction outside of the Promoter's reasonable control; (c) any theft, unauthorised access or third party interference; (d) any late, lost, altered or misdirected entries due to any reason beyond the Promoter's reasonable control;

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| | <ul style="list-style-type: none">(e) any tax liability incurred by a Winner or entrant; and/or(f) any damage to or delay in transit of the Prize during delivery, except to the extent caused or contributed to by the Promoter. |
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