## "APEROL SPRITZ ME TO VENICE INDUSTRY PROMOTION"

### **Terms and Conditions**

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

Eligible Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content").

As a condition of entering this promotion, each Eligible Entrant licenses and grants 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 (which shall include 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.

Details				
Promotion	This Promotion is known as the Aperol Spritz Me to Venice Industry Promotion.			
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 / Authority number	The Promotion is authorised under permit numbers ACT Permit No. TP23/02051. SA Permit No. T23/1591. The Promotion is authorised under the following NSW Authority: TP/00032.			
Promotional Period	The Promotion commences at 12:01AM AEST on 02/10/2023 and closes at 11:59PM AEDST on 10/11/2023.			
Eligible Entrants	Entry is open to individuals aged 25 years or older with a current Responsible Service of Alcohol Certificate who are working in a licensed Australian hospitality venue during the Promotional Period. Employees (and their immediate families) of the Promoter, its related entities and any agencies associated with this Promotion are ineligible to enter.			
General Entry Requirements	To be eligible to enter, Eligible Entrants must, during the Promotional Period undertake the following steps:			
	(a) Eligible Entrant must join Campari Academy via campariacademy.com.au (if not done so already);			
	(b) record a video of themselves making the perfect Aperol Spritz (in a large wine glass garnished with an orange wedge) using the 3:2:1 method (3 parts Prosecco 90mls, 2 parts Aperol 60mls and 1 part soda 30mls, with lots of ice and stirred) and exclaim "Spritz Me To Venice" within the video;			
	(c) upload the video to their public Instagram account with the hashtag #321spritzmetovenice and collaborate with @campariacademy_au and tag @aperolspritzau. Failure of Eligible Entrants to have their Instagram account set as public or failure to include the hashtag #321spritzmetovenice or failure to collaborate with @campariacademy_au may result in the entry being deemed invalid;			
	(d) Include the recipe for the perfect Aperol Spritz either in the caption or as voice over within the video.			
Drow	Major Prize Draw			
Draw	The draw will take place at 11:00AM AEDST at Refine Marketing 202, 2 Neild Avenue, Darlinghurst, NSW, 2010 on 14/11/2023, in the presence of an independent scrutineer.			
Prizes	Major Prize			
	The first three (3) valid entries drawn, from all valid entries received, during the Promotional Period, will each win a trip for one (1) person to Venice, Italy valued at up to \$7,070 depending on date and point of departure, and including:			

- Return flights from the winner's nearest Australian Capital City to Venice, Italy valued at up to \$3745:
- Five (5) accommodation at the All'Angelo Art Hotel in Venice in a single room with breakfast valued at up to \$2,665; and
- Return private transfer from airport to accommodation in Venice valued at up to \$660.

(together the Major Prize).

Unless specified above, spending money, additional meals, taxes (excluding airline and airport taxes), insurance, visas, passports, vaccinations, transport to and from departure point, transfers, items of a personal nature, travel insurance, in-room charges and all other ancillary costs are not included. Major Prize must be taken between 22 May 2024 and 27 May 2024 and is subject to booking and flight availability.

The Major Prize winners are responsible for ensuring that they have any requisite passports, visas, vaccinations and travel documentation. A Major Prize winner must depart from and return to the same departure point. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize unless specified otherwise. Major Prize is subject to the standard terms and conditions of individual prize and service providers. The Major Prize winners may be required to present their credit card at time of accommodation check in.

In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.

As a condition of accepting **a Major Prize**, **the** winner must sign any 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.

#### Minor Prize Determination

There will be five (5) entry periods during the Promotional Period for the purposes of the minor prizes (each an "Entry Period"). Entries into each Entry Period will open at 12am and close at 11.59pm AEDST on the dates listed in the table below. The judging for each Entry Period will take place at the Promoter's office and commence on the dates listed in the table below. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

Entry Period	Entries Open	Entries Close	Judging Date
1	02/10/2023	15/10/2023	16/10/2023
2	16/10/2023	22/10/2023	23/10/2023
3	23/10/2023	29/10/2023	30/10/2023
4	30/10/2023	05/11/2023	06/11/2023
5	06/11/2023	10/11/2023	13/11/2023

This element of the promotion is a game of skill and chance plays no part in determining the winner(s) of a Minor Prize (as defined below).

#### **Minor Prizes**

The Promoter will judge entries received during each Entry Period based on the entry's alignment with the Aperol 5 main pillars: creativity; fun; celebration of summer; best music integration; and food collaboration as demonstrated by the Promoter in its absolute discretion. The best five (5) valid entries as determined by the judges for each Entry Period will each win an Aperol and Prosecco gift pack (includes 1x bottle of Aperol + 1 bottle of Prosecco) and one (1) Aperol branded beach bag. Total value of each Minor Prize is \$190.

# Notification of Winner

Winners will be notified by telephone and by email within five (5) days of the draw or relevant Entry Period.

Winners of a Major Prize will have their names published at campariacademy.com.au on 17/11/2023.

Major Prize winners must claim their prize within one (1) month of the draw. Minor Prize winners must claim their prize by 12/12/2024.

A draw for any unclaimed prizes will take place at the same time and place as the original draw on 14/12/2023, subject to the written directions of any regulatory authority. Winners, if any, will be notified by email within five (5) days of the draw. Any winners of a Major Prize will have their names published at campariacademy.com.au and published via Campari Academy Instagram on 15/12/2023

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Total Prize	The total value of the Major Prizes, which is a game of chance, is \$21,210.		
Pool	The total value of the Minor Prizes, which is a game of skill, is \$4,750.		
	The total value for all prizes in this Promotion is \$25,960.		
General Prize Conditions	If for any reason a winner does not take or redeem a prize or (or an element of a prize) then that prize (or that element of the prize, as applicable) will be forfeited.		
	Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless offered by the Promoter in its absolute discretion.		
Privacy	The Promoter will collect, use and disclose Eligible Entrants' personal information in conducting the Promotion in accordance with its Privacy Policy, available at https://www.camparigroup.info/policies/ENG_Campari.pdf. The Promoter may also use Eligible Entrants' personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to, or telephoning any Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.  Eligible 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.		
Content	The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Entrants warrant and agree that:  (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication;  (b) their Content shall not contain viruses or cause injury or harm to any person or entity;  (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;  (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these terms, and the Content does not infringe the rights of any third party;  (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the <i>Copyright Act 1968</i> (Cth) and warrant that they have the full authority to grant these rights; and  (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.  Without limiting any other terms herein, the Eligible Entrant agrees to indemnify the Promoter for any breach of the above terms.		
Miscellaneous	The Promoter's decision is final and no correspondence will be entered into  The Promoter may at any time (including after the Promotional Period) verify the validity of entries and the Eligible Entrants (including by way of license audits) and may in its sole discretion, disqualify any Eligible Entrant that the Promoter 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.  If there is a dispute as to the identity of an Eligible Entrant, the Promoter may, in its sole discretion, determine the identity of the Eligible Entrant.  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).  Entry and continued participation in the promotion is dependent on Eligible Entrants following and acting in accordance with the Instagram Rules, which can be found at http://instagram.com/.		

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This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Eligible Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an Eligible Entrant provides will only be used for the purposes outlined in these terms. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram. Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an Eligible Entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

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:

- a) disqualify any Eligible Entrant; or
- b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion or modify a prize, as appropriate.

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**).

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:

- a) the Promotion and/or the taking or use of a 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:
- e) any tax liability incurred by a winner or Eligible Entrant; and/or
- f) any damage to or delay in transit of a prize during delivery.
- except to the extent caused or contributed to by the Promoter.

All feedback in respect of the Promotion should be submitted to the Promoter's Representative. In the case of any dispute, the Promoter's decision in connection with all aspects of this competition is final.

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