

## “WILD TURKEY MUSIC 101 VIC” 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	
<b>Promotion Website</b>	<a href="https://www.wildturkeybourbon.com/en-au/">https://www.wildturkeybourbon.com/en-au/</a>
<b>Promoter</b>	Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 21, 141 Walker Street, North Sydney, NSW 2060, phone 1800 856 939.
<b>Promotional Period</b>	The Promotion commences at 12.01am (AEDST) on 9/10/2023 and closes at 11.59pm (AEST) on 5/11/2023.
<b>Eligible Entrants</b>	Entry is open to Australian residents aged 18 years or over. All entrants and their chosen plus one must be 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. 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 1 <sup>st</sup> cousin.
<b>Entry</b>	<ol style="list-style-type: none"> <li>1. To be eligible to enter, each Eligible Entrant must, during the Promotional Period undertake the following steps: <ul style="list-style-type: none"> <li><input type="checkbox"/> Visit the Promotion Website and follow the prompts to the competition entry page;</li> <li><input type="checkbox"/> Input the requested details including full name, state they reside in, email address and telephone contact number;</li> <li><input type="checkbox"/> When prompted, answer the promotional question “What would winning tickets to the Wild Turkey Russell Tour Major event would mean to you’ in 25 words or less; and then</li> <li><input type="checkbox"/> Submit the fully completed online entry form.</li> </ul> </li> <li>2. Entries which in the reasonable opinion of the Promoter: <ol style="list-style-type: none"> <li>(a) are received outside the Promotional Period;</li> <li>(b) contain defamatory, offensive or inappropriate content or infringe intellectual property rights;</li> <li>(c) are incomplete or indecipherable; or</li> <li>(d) do not otherwise comply with these terms</li> </ol>                     will be invalid and ineligible for any prize.                 </li> <li>3. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.</li> </ol>
<b>Competition Criteria</b>	4. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary, originality and creative merit of the answer provided to the promotional question.
<b>Judging date and time</b>	<ol style="list-style-type: none"> <li>5. The judging will commence on 06/11/2023. 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.</li> <li>6. The best valid 5 entries as determined by the judges, will win a prize (“<b>Prize Winner</b>”).</li> <li>7. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage</li> </ol>

	<p>does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.</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>
<b>Prize(s)</b>	<p><b>PRIZES</b></p> <p>The Prize is one of 5 x double passes to The Wild Russell Tour Major Event in Melbourne, scheduled to take place on 14/11/23, valued at \$150. Prize includes:</p> <ul style="list-style-type: none"> <li>- Two (2) x Tickets to the Russell Tour Major event in Sydney</li> <li>- Canape Food &amp; Beverages between 7-10PM</li> <li>- Meet and Greet with Wild Turkey Master Distillers Eddie &amp; Bruce Russell</li> <li>- Bottle engraving opportunities</li> </ul> <p>For clarity, The Wild Russell Tour is scheduled to take place on 15/11/23 at Morris House 120 Exhibition St, Melbourne VIC 3000</p> <p>All costs associated with getting to and from the venue location are not included and will be the responsibility of the winner and their companion/s.</p>
<b>Notification of Winners</b>	<p>9. All Winners will be notified by email and by telephone.</p>
<b>Privacy</b>	<p>10. The Promoter Collects personal information ("PI") and will share PI to the Promoter in order to conduct the promotion. The Promoter may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in their Privacy Policy, which can be viewed at <a href="https://www.wildturkeybourbon.com.au/privacy-policy/">https://www.wildturkeybourbon.com.au/privacy-policy/</a>. In addition to any use that may be outlined in the Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contain 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 may disclose PI overseas, see the Privacy Policy for more details.</p>
<b>General</b>	<p>11. 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 &amp; Medical Research Council Australian Alcohol Guidelines (available at <a href="http://www.nhmrc.gov.au">www.nhmrc.gov.au</a>). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.</p> <p>12. If for any reason a winner does not take or redeem a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.</p> <p>13. If any prize (or part of any prize) is unavailable, the Promoter in its absolute discretion, may substitute the prize (or that part of the prize) with a prize of equal value and/or specification.</p> <p>14. Any cost associated with accessing the promotional website is the Eligible 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.</p> <p>15. 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> <ol style="list-style-type: none"> <li>a) disqualify any Eligible Entrant; or</li> <li>b) modify, suspend, terminate or cancel the Promotion or modify a prize, as appropriate.</li> </ol> <p>16. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize.</p> <p>17. 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 ("<b>Content</b>"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or</p>

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 15, 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 Conditions, 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 *Copyright Act 1968* (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.

18. 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.
19. 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 the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. 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 any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
21. 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.
22. If any dispute arises between an entrant and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final and no correspondence will be entered into.