

“Aperol – Win a Spritz Pack 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	https://www.instagram.com/aperolspritzau/ https://www.facebook.com/aperolspritzau/													
Promoter	Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 21, 141 Walker Street, North Sydney, NSW 2060, phone 1800 856 939.													
Promotional Period	The Promotion commences at 12.01pm (AEST) on 22/04/20 and closes at 11.59pm (AEST) on 12/07/20													
Eligible Entrants	Entry is open to Australian residents aged 25 years or over excluding residents of the Northern Territory. 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 applicable Week of the Promotional Period:</p> <ul style="list-style-type: none"> • Take an original and creative photograph representing them enjoying a virtual Aperol Spritz with friends. The photo must include an Aperol Spritz. • Upload the photograph as a feed post to the entrant’s personal Instagram page or Facebook page and include the hashtag #SpritzAt6 and the tag @aperolspritzau in the caption • All persons depicted in photographs must be 25 years or over. Entrants must seek prior permission from any individual(s) depicted in photographs. • 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. However, each entrant can only win once. • Agree to comply with Instagram’s terms and conditions available at https://help.instagram.com/581066165581870 and/ Facebook’s terms and conditions available at https://www.facebook.com/policies/pages_groups_events. 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. Any persons depicted in the Content must be over 25 and must consent to their depiction therein. <p>2. Entries which in the reasonable opinion of the Promoter:</p> <p>(a) are received outside the Promotional Period;</p> <p>(b) contain defamatory, offensive or inappropriate content or infringe intellectual property rights;</p> <p>(c) are incomplete or indecipherable; or</p> <p>(d) do not otherwise comply with these terms,</p> <p>will be invalid and ineligible for any prize.</p>													
Draw	<p>3. Entries will be judged weekly at 586A Pittwater Road, North Manly NSW 2100 at 10am (AEST), on the following dates:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 15%;">START DATE</th> <th style="width: 15%;">END DATE (Entries received by 11:59pm)</th> <th style="width: 15%;">JUDGING DATE</th> <th style="width: 15%;">NOTIFICATION DATE</th> </tr> </thead> <tbody> <tr> <td>WEEK 1</td> <td>22/04/20</td> <td>26/04/20</td> <td>27/04/20</td> <td>29/04/20</td> </tr> </tbody> </table>					START DATE	END DATE (Entries received by 11:59pm)	JUDGING DATE	NOTIFICATION DATE	WEEK 1	22/04/20	26/04/20	27/04/20	29/04/20
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WEEK 1	22/04/20	26/04/20	27/04/20	29/04/20										

	WEEK 2	27/04/20	03/05/20	04/05/20	06/05/20
	WEEK 3	04/05/20	10/05/20	11/05/20	13/05/20
	WEEK 4	11/05/20	17/05/20	18/05/20	20/05/20
	WEEK 5	18/05/20	24/05/20	25/05/20	27/05/20
	WEEK 6	25/05/20	31/05/20	01/06/20	03/06/20
	WEEK 7	01/06/20	07/06/20	08/06/20	10/06/20
	WEEK 8	08/06/20	14/06/20	15/06/20	17/06/20
	WEEK 9	15/06/20	21/06/20	22/06/20	24/06/20
	WEEK 10	22/06/20	28/06/20	29/06/20	01/07/20
	WEEK 11	29/06/20	05/07/20	06/07/20	08/07/20
	WEEK 12	06/07/20	12/07/20	13/07/20	15/07/20
	<p>4. 4 Prizes will be awarded per week. Prizes will be split by State group with a maximum of 12 prizes being awarded to NSW residents, 12 prizes to VIC residents and 24 prizes awarded to residents of all other States and Territories (excl. NT) combined.</p> <p>5. 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>6. 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> <p>7. If a winner of a prize is under the age of 25 years, the prize will be forfeited by that entrant, and the next best entry will be awarded.</p> <p>8. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality and creative merit of the Content submitted, including the presentation of the Aperol Spritz.</p>				
Prize(s)	<p>9. The best 4 valid entries received each will receive an Aperol Spritz pack including: 700mL Aperol, 750mL Riccadonna Prosecco, 200mL Fever Tree Soda Water, 2 x Aperol Spritz Tumblers, 1 x measuring jigger. Each pack is valued at: \$53RRP. Prize will be delivered within 28 days of notification.</p> <p>10. Total prize pool is \$2,544 (recommended retail price).</p> <p>11. If the 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. Other than this, the Prize is not transferable or exchangeable, and cannot be taken as cash.</p>				
Notification of Winner	<p>12. Each Winner will be notified in writing within 2 days of being selected. The winners will be notified via Instagram direct message or Facebook Messenger to advise they have won, on the dates outlined in section 3 above. The winner's must acknowledge acceptance of and claim their prize by emailing AperolSpritzAu (email address to provided in notification message) and provide his/her name, proof of age, phone number and postal address.</p> <p>13. If a Winner cannot be contacted, the Promoter will retain the Prize for one week from the date of judging. If the Prize is not claimed within this time, the Promoter will award the prize to the next best entry received during that week.</p>				
Privacy	<p>14. The Promoter will collect, use and disclose entrants' personal information in conducting the Promotion in accordance with its Privacy Policy, available at http://www.aperolspritz.com.au/privacy/.</p>				

	<p>The Promoter may also use entrants' personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to, or telephoning, any entrant.</p> <p>15. 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>16. Entrants licence 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> <p>17. By submitting the Content, entrants release the Promoter, Instagram and Facebook. Entrants must not submit any Content that is unlawful, fraudulent, in breach of any intellectual, their respective employees, directors and officers from any and all liability for use and publication of the Content, including any such liability that may arise under patent, trade mark, copyright, or any other applicable law. Entrants warrant that the Content is their original work, that they are the sole author, and that they are able to provide the licence and releases required under these terms and conditions.</p>
<p>Miscellaneous</p>	<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. 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>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).</p> <p>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:</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; (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, <p>except to the extent caused or contributed to by the Promoter.</p>