

## **“RED STRIPE SUMFEST CONSUMER” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over who have an active Instagram account that is not set to private.
3. Employees (and their immediate families) of the Promoter, participating on-premise venues (as outlined below) and 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.
4. Promotion commences on 09/04/2018 and final entries close at 11:59pm AEST on 20/05/2018 (“**Promotional Period**”).
5. Throughout the Promotional Period, various on-premise venues within Australia will display Red stripe Sumfest promotional materials as well as instructions on how to enter this promotion (each a “Participating Venue”). Each Participating Venue will also feature Red Stripe Sumfest promotional coasters around the venue (each a “**Promotional Coaster**”).
6. To be eligible to enter, individuals must undertake the following steps during the Promotional Period:
  - Visit a Participating Venue and locate a Promotional Coaster;
  - Take an original and creative digital photograph of themselves (with no one else in the photograph) with a Promotional Coaster (“**Photograph**”);
  - Upload their Photograph to their own Instagram account; and
  - Include the hashtag #redstripeaus and hashtag of the name of the Participating Venue in which they took the Photograph in their post. Entrant’s Instagram account must be public and must not be set to private.

Photographs must comply with the Content Rules outlined in schedule 1 of these Terms and Conditions. Failure to comply with the Content Rules or clause 24 may result in invalidation of the relevant entry, at the Promoter’s discretion.

7. Uploaded files must be submitted in accordance with Instagram’s requirements.
8. 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 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.

9. Incomplete or indecipherable entries will be deemed invalid.
10. Multiple entries are 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.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The judging will take place at The Marketing Syndicate, 19/14 Jubilee Avenue Warriewood NSW 2101 commencing on 21/05/2018. 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.
13. The winners will be notified by Instagram direct message.
14. 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 the creativity of their Photograph.
15. The Promoter's decision is final and no correspondence will be entered into.
16. The best two (2) valid entries as determined by the judges will each win the Prize (as defined below). In addition, the Participating Venues as named on each of the winning entrants' entries (i.e. as per their hashtag) will also each win a Prize (as defined below). In the case of the Prizes awarded to a Participating Venue, the Prizes will be awarded to the owner/manager of the respective winning Participating Venue who may, in his/her absolute discretion, allocate the Prize to any employee of that Participating Venue. The owner/manager must notify the Promoter of that transfer (in writing and as instructed) and must not issue the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion. Each person to receive a Prize will be collectively referred to as a ("Prize Taker")
17. The prize is a trip for two (2) adults to Sumfest Festival in Jamaica (between 17/07/2018 and 23/07/2018) valued at up to AUD\$17,500 ("**Prize**"). Prize includes:
  - Two (2) x return economy airfares from the Prize Taker's nearest Australian capital city to Jamaica;
  - Six (6) nights twin share 4.5star accommodation in Jamaica including breakfast daily;
  - return airport to hotel transfers and return hotel to Sumfest Festival transfers (on each day of the festival); and

- two (2) tickets to Sumfest Festival in Jamaica for each day of the festival between 15/07/2018 and 21/07/2018; and

Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Sumfest Festival in Jamaica with flights departing on 17/07/2018 and is subject to booking and flight availability. Prize Takers (and their companion) must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Prize Takers may be required to present their credit card at time of accommodation check in.

18. As a condition of accepting a Prize, the Prize Taker (and his/her companion) 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.
19. If for any reason a Prize Taker does not take or redeem the Prize (or an element of the Prize) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
20. If a Prize (or part of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the Prize) with a prize to the equal value and/or specification.
21. Total Prize pool value is up to AUD\$70,000. Prize are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a Prize.
23. The Promoter encourages consumers to enjoy responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at [www.nhmrc.gov.au](http://www.nhmrc.gov.au). Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
24. The Red Stripe Sumfest ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any Prize Taker (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.
25. 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"). 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. 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) the Content is the original artistic work of the entrant that 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 entrant agrees to indemnify the Promoter for any breach of the above terms.

26. As a condition of entering this promotion, each 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.
27. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Prize Taker (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.
28. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
29. Any cost associated with accessing the entrant's own Instagram account is the entrant's responsibility and is dependent on the Internet service provider used.

30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**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.
31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 Prize 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 Prize value to that stated in these Terms and Conditions; (e) if the Red Stripe Sumfest event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner, Prize Taker or entrant; or (g) use of the Prize (including attendance at the Prize event).
32. Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with the Instagram Terms of Use which can be viewed at <http://instagram.com/legal/terms/>.
33. This Competition is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Competition 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 entrant, as a result of participating in the Competition (including taking/use of the Prize), except for any liability which cannot be excluded by law.
34. The Promoter collects personal information ("**PI**") in order to conduct the promotion and 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 its Privacy Policy, which can be viewed at [www.drinkworks.com.au](http://www.drinkworks.com.au). The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how 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.

35. The DBG (Australia) Pty Limited trading as Drinkworks Australia (ABN 79 010 693 713) of Level 7, 45 Jones Street, Ultimo NSW 2007.

## Content Rules – Schedule 1

Each Photograph must comply with the following rules:

- It should not depict alcohol or alcohol consumption and must not encourage the excessive or rapid consumption of an alcohol beverage, misuse or abuse of an alcohol beverage or consumption inconsistent with the Australian Alcohol Guidelines
- It must not encourage irresponsible or offensive behaviour that is related to the consumption or presence of an alcohol beverage
- It must not challenge or dare people to consume an alcohol beverage
- It must not encourage the choice of a particular alcohol beverage by emphasising its alcohol strength or intoxicating effect
- It must not have strong or evident appeal to minors
- It must not show minors
- It must not suggest that the consumption or presence of alcohol beverages can change a mood or environment
- It must not show the consumption or presence of alcohol beverages as leading to personal, business, social, sporting, sexual or other success
- It must not imply or suggest that an alcohol beverage was a cause of a success or achievement
- It must not suggest that the consumption of alcohol beverages offers any therapeutic benefit or is a necessary aid to relaxation
- It must not show the consumption of alcohol beverages before or during any activity that for safety reasons requires a you to be alert or physically co-ordinated, such as the control of a motor vehicle, boat or machinery or swimming