

## STANDARD FORM TERMS AND CONDITIONS TRADE PROMOTIONS

### “Espolon X Oscars: Win an Espolon Bike”

#### Terms and Conditions

**Important: These Terms and Conditions include terms that limit the Promoter’s liability to you, entitle the Promoter to use your name, likeness and voice in connection with this competition and permit the Promoter to disclose your personal information to third parties and overseas (in accordance with the Promoter’s Privacy Policy <https://www.campari.com/privacy-policy>). By participating in this competition, you accept and agree to be bound by these Terms and Conditions.**

Information on how to enter and prize(s) form part of these Terms and Conditions (**terms**). Entries must comply with these terms to be valid.

Details	
<b>Promotion Website</b>	<a href="https://promotions.espolontequila.com/">https://promotions.espolontequila.com/</a>
<b>Promoter</b>	Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 21, 141 Walker Street North Sydney, NSW, 2060
<b>Permit numbers</b>	The Promotion is authorised under permit number ACT Permit No. TP25/01067. SA Permit No. T25/811
<b>Promotional Period</b>	The Promotion will commence at 12:01am AEST on 1/10/2025 and closes at 11:59pm AEST on 31/12/2025.
<b>Participating Venue</b>	A Participating Venue is any on-premise Oscar Hospitality venue in Australia that displays advertising material featuring this Promotion.
<b>Eligible Entrants</b>	<p>Entry is open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, its related entities, any prize drawers and any agencies associated with this Promotion are ineligible to enter.</p> <p>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.</p> <p>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.</p>
<b>Entry</b>	<p>2. To enter, each Eligible Entrant must, during the Promotional Period:</p> <ul style="list-style-type: none"><li>(a) Purchase one (1) Espolon Tequila cocktails in a single transaction from a Participating Venue (<b>Qualifying Transaction</b>);</li><li>(b) Using a mobile device, take a photo of your Espolon Tequila cocktail;</li><li>(c) Visit the Promotion Website and follow the prompts to the competition entry page;</li><li>(d) Input the requested details including their full name, date of birth, and mobile phone number;</li><li>(e) Upload their photo when prompted and submit the fully completed online entry form.</li></ul> <p><b>Eligible Entrants will be asked at the time of entry to check a box consenting to these terms and giving the Promoter the right to use and/or publish their Selfie in accordance with clause 16.</b></p> <p>3. Entries which in the reasonable opinion of the Promoter:</p> <ul 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></ul>

	<p>(c) are incomplete, indecipherable or unviewable; or</p> <p>(d) do not otherwise comply with these terms, will be invalid and ineligible for any prize.</p> <p>4. Only 1 entry permitted per Qualifying Transaction. Each entry must be submitted separately. A maximum of one (1) entry per person per day is permitted.</p>
<b>Draw</b>	<p>5. The Draw will be conducted at Vivid Engagement Pty Ltd, Building 1, 30 Chancellor Village Boulevard, Sippy Downs, QLD Australia 4556 at 12:00pm noon AEST on 05/01/2025, by way of a random draw. All valid entries received during the Promotional Period will be entered into the draw. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>6. The first valid entry randomly drawn will, subject to verification, win the Prize (<b>Winner</b>).</p>
<b>Prize(s)</b>	<p>7. The Winner will receive an Espolon Bike worth \$6500. A Campari representative will contact the Winner directly to arrange facilitate the delivery of the prize. The total prize is valued at \$6500.</p> <p>8. All taxes (excluding GST) and any ancillary costs which may be payable as a consequence of receiving the Prize are the sole responsibility of the Winner.</p> <p>9. If the Prize (or part of the Prize) is unavailable, the Promoter may substitute the Prize (or that part 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, unless otherwise specified.</p>
<b>Notification of Winner</b>	<p>10. The Winner will be notified in writing and by telephone within 3 business days of the Draw. Their details (first initial, surname and postcode) will also be published on the Promotion Website on 08/01/2026.</p> <p>11. If the Prize is not claimed by 11:59pm AEST on 15/01/2026, the Promoter will re-draw another winner for the unclaimed Prize at the same time and place as the original draw on 05/03/2026, by way of a random draw (<b>Re-draw</b>) and subject to any directions from a regulatory authority.</p> <p>12. The winner of the Re-draw will be contacted writing and by telephone within 2 business days of the Re-draw. Their details (first initial, surname and postcode) will also be published on the Promotion Website on 15/01/2026.</p> <p>13. The Prize will be delivered free of charge to the Winner (or Re-draw winner) at the address nominated on their entry within 28 days of the draw (or Re-draw).</p>
<b>Privacy and releases</b>	<p>14. The Promoter will collect, use and disclose Eligible Entrants' personal information (<b>PI</b>) to conduct and manage the Promotion in accordance with its Privacy Policy, available at <a href="https://www.espolontequila.com/privacy-policy">https://www.espolontequila.com/privacy-policy</a>. The Promoter may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. 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 may disclose PI overseas in accordance with the terms of its Privacy Policy.</p> <p>15. 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 a period of 12 months from the date the Prize is awarded without remuneration for the purpose of promoting the Promotion. The Promoter will seek additional consent from Eligible Entrants before using their name, likeness, image and/or voice for the purpose of promoting any products or services manufactured, distributed and/or supplied by the Promoter which are not connected to the Promotion. If requested by the Promoter, the Eligible Entrant agrees to sign a separate release required by the Promoter to give effect to this arrangement.</p> <p>16. By submitting content as part of an entry to the Promotion, Eligible 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.</p>

<p><b>Miscellaneous</b></p>	<p>17. 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 to disqualify any individual who the Promoter reasonably believes has materially breached any of these terms, 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.</p> <p>18. Subject to the Re-draw clause, if for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.</p> <p>19. 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>).</p> <p>20. 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"> <li>(a) disqualify any entrant; or</li> <li>(b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion or modify the Prize, as appropriate.</li> </ul> <p>Nothing in these terms limits, excludes or modifies (or purports to do so) any non-excludable guarantees or warranties under consumer law (<b>Non-Excludable Guarantees</b>).</p> <p>21. Except for the Non-Excludable Guarantees and any other liability that cannot by law be excluded, the Promoter's liability for any personal injury or loss or damage suffered or sustained (even if caused by negligence) as a result of accepting and/or using a Prize or in relation to the Promotion, is limited to the value of the Prize except to the extent the loss, damage or injury arises as a result of the fraud or wilful misconduct of the Promoter or its employees or officers.</p> <p>22. Without limiting any liability which cannot be excluded by law, any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the Winner accepting and/or using a Prize (even if caused by negligence) that is supplied by a third party. Nothing in these terms restricts, excludes or modifies any rights or remedies that cannot be excluded, restricted or modified under applicable law or any right to recourse you may have against a third party supplier.</p> <p>23. By accepting the Prize, the Winner acknowledges that it will not use the Prize and will not permit a third party to use the Prize without possessing the necessary physical ability, skill, and experience to safely operate the Prize. The Winner agrees to use the Prize at their own risk and obtain the appropriate safety equipment and competency level to safely operate the Prize.</p> <p>24. Without limiting any liability which cannot be excluded by law, the Promoter will not be liable for any loss or damage associated with:</p> <ul style="list-style-type: none"> <li>(a) any technical difficulties or equipment malfunction outside of the Promoter's reasonable control;</li> <li>(b) any theft, unauthorised access or third party interference;</li> <li>(c) any late, lost, altered or misdirected entries due to any reason beyond the Promoter's reasonable control;</li> <li>(d) any tax liability incurred by a Winner or Eligible Entrant;</li> <li>(e) any variation in Prize value to that stated in these terms; and/or</li> <li>(f) any damage to or delay in transit of the Prize during delivery,</li> </ul> <p>except to the extent caused or contributed to by the Promoter.</p>
<p><b>Use of Content</b></p>	<p>25. Eligible Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to comments, recordings and their Selfie ("<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 decline to publish any Content without notice for any reason whatsoever. Eligible Entrants warrant and agree that:</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

	<p>respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;</p> <p>(b) their Content shall not contain viruses or cause injury or harm to any person or entity;</p> <p>(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;</p> <p>(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;</p> <p>(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</p> <p>(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.</p> <p>Without limiting any other terms herein, the Eligible Entrant agrees to indemnify the Promoter for any breach of the above terms.</p> <p>26. 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.</p>
<b>Disputes</b>	<p>27. All feedback in respect of the Promotion should be submitted to the Promoter's feedback address at: <a href="mailto:info.australia@campari.com">info.australia@campari.com</a> In the case of any dispute, the Promoter will make a determination, acting reasonably and taking into account the Eligible Entrant's point of view and any facts, evidence or feedback provided, and responding fairly and in a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Promotion is final and binding and no correspondence will be entered into.</p>

### ABRIDGED T&CS

"T&Cs apply, see <https://promotions.espolontequila.com/>. Open to AU res 18+. Limit 1 entry p/transaction & 1 entry p/day. Drinks must be purchased in a single transaction. Ends: 11:59pm AEST 31/12/25. Prize: Espolon E-Bike. Drawn at : Vivid Engagement Pty Ltd, Building 1, 30 Chancellor Village Boulevard, Sippy Downs, QLD Australia 4556 at 12PM AEST on 5/1/26. Winner published 8/1/26. Permits: ACT. TP25/01067. SA. T25/811."

#### **PLEASE NOTE:**

1. Any changes made to the Terms and Conditions may affect the information to be included in the details above.
2. The above abridged Terms and Conditions may be shortened further if any of the above details are present in the copy of the collateral. We also assume that appropriate details on [how to enter](#) will be included in the artwork, however, please contact us if this is not the case.
3. **The provision of the above abridged Terms and Conditions does not equate to legal approval of any advertising material that contains the above details. We strongly recommend that any advertising material be forwarded to our office for legal approval prior to proceeding to print/recording/publication.**