



Negroni Week (Promotion) – Conditions of Entry

1. Information on how to enter, the mechanics of applying to participate in the Promotion and prizes, form part of these Conditions of Entry. Application to participate in the Promotion (each an **Application**) is deemed acceptance of these Conditions of Entry. The promoter of the Promotion is Hemmes Trading Pty Ltd ABN 29 105 332 652 trading as Merivale of 320 George Street, Sydney, 2000 (**Promoter**).
2. Application to participate in the Promotion is only open to NSW residents and who are aged 18 years and over (each a **Participant**). Each of the directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies who are directly associated with the development and conduct of this Promotion are ineligible to participate in the Promotion.
3. To participate in the Promotion, Participants are required to purchase a “Negroni No. 5” from the menu at participating venues within the dates of the Promotion.

HOW TO ENTER THE PROMOTION

4. Applications to participate in the Promotion may only be submitted in person at the events held at the following venues during opening hours at one or more of:
 - Palmer & Co - From 30 May 2018 until 10 June 2018 inclusive;
 - Charlie Parker’s – From 4 June 2018 until 10 June 2018; and
 - J&M’s - From 4 June 2018 until 10 June 2018.

For the purposes of these Conditions of Entry, Palmer & Co, Charlie Parker’s and J&M’s are each a “**Venue**” and each of the dates/times set out above is each an “**Entry Period**” in respect of the Venue.

To enter, Participants will be required to purchase a Negroni No. 5 at one of the Venues during the Entry Period and complete an entry card which will require them to provide their name and email address with their guess as to the ingredients contained in a Negroni No. 5. Participants are required to place their completed promotion card into the red Promotion box located at the bar within the Venue.

There will be three (3) winners in total from amongst all Participants, being one winner for each Venue. Winners with the closest ingredients guess will be chosen by the Promoter at its total discretion and notified by the Promoter via email on 29 June 2018.

5. Applicants may submit one Application per single purchase of a Negroni No. 5.



6. This Promotion is in no way sponsored, endorsed, or administered by or associated with Facebook and/or Instagram or other social media outlet. Each Participant acknowledges that:
 - I. the information and content that they are providing to the Promoter is provided to the Promoter and not to Facebook and/or Instagram;
 - II. the information and content that they are providing to the Promoter will only be used by the Promoter for the purposes outlined in these Terms and Conditions; and
 - III. any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook and/or Instagram;
 - IV. Facebook and/or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by a Participant as a result of participating in the Promotion including the taking or use of any prizes, with the exception of any liability which cannot be excluded by law.

7. The Promoter reserves the right, in its absolute discretion at any time, to verify the validity of the content of any Application and any details regarding a Participant (including a Participant's identity and age) and to disqualify any Participant who submits an Application that is not in accordance with these Conditions of Entry or who tampers with the Application process. Failure or delay by or on behalf of the Promoter to enforce any of its rights at any stage does not constitute a waiver or release of any of those rights.

8. An Application must not include or make reference to the intellectual property rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks, designs, copyrighted material, mark that identifies a brand or other third party materials, unless the Application is submitted with the written consent of the owner of the applicable intellectual property rights. An Application that is not accompanied by evidence of such written consent that is satisfactory to the Promoter may result in that Application being rejected or rendered invalid for the purposes of the Promotion and/or the Participant being subject to legal liability (including, without limitation to the Promoter and to third parties). The Participant indemnifies the Promoter for any loss suffered by the Promoter as a result of the Participant's failure to comply with this **clause 8**.

Any Application that contains content that the Promoter, in its sole discretion, considers to be offensive, inappropriate, promotes or encourages irresponsible consumption of alcohol or is objectionable in any way or that does or may infringe any intellectual property rights or other rights of any person, corporation or entity, or is otherwise contrary to the law, will not be accepted as an eligible Application. This



includes, but is not limited to, any Application which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. The Promoter may remove any content (including an Application in its entirety) without any notice to the Participant for any reason whatsoever, and an Applicant must comply with a direction from the Promoter to remove any content for any reason whatsoever.

9. By uploading, commenting or otherwise making available any content in connection with the Promotion (including by submitting an Application), the Participant grants to the Promoter a non-exclusive, worldwide, royalty free, perpetual licence to use, publish, reproduce and otherwise exploit that content or any part thereof, in any form for any purpose. Content submitted in connection with the Promotion will not be returned to any Participant. Each Participant acknowledges that any intellectual property rights created by them in taking part in this Promotion vests in the Promoter upon creation. To the extent any ownership does not vest in the Promoter, they assign all intellectual property rights (if any) as a result of this Promotion. Each Participant unconditionally, perpetually and irrevocably waives any moral rights (as defined in the *Copyright Act 1968 (Cth)*) that they have in any content or other intellectual property created as a result of this Promotion. For the purposes of **clause 9** and this **clause 10** the term “intellectual property rights” means all present and future intellectual and industrial property rights throughout the world, including (but not limited to) all rights in respect of copyright in all literary works, artistic works, any other works or subject matter in which copyright subsists and may in the future subsist.
10. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, in its absolute discretion, to determine the identity of the Participant and/or to reject or render invalid that Participant’s Application.

WINNER DETERMINATION

11. The Promoter will select one (1) winner in accordance with this **clause 11** in respect of each Entry Period, making a total of three (3) winners in total.

The winning Participant for each Entry Period will be announced via a reply by the Promoter to each winning Participant’s email address.

Each winning Participant is then required to contact the Promoter via return email to the Promoter with the following details:

Full name and age as of 29 June 2018
Full address



Contact phone number

Email address

12. The winning Participants will be determined by the Promoter in its absolute discretion with the most accurate Application selected from the Applications received during each Entry Period of the Promotion. Selection of the winning Participants by the Promoter will take place at 320 George Street, Sydney, 2000, NSW. This is a competition of skill and chance plays no part in determining the winners.
13. The determination by the Promoter as referred to in **clause 12** is and will remain final, and no correspondence will be entered into in that regard.
14. For each Entry Period, the three winning Participants will each win one (1) prize containing:
 - A “Negroni Degustation” experience for up to six people at Uccello, Level 4, 320 George Street, Sydney 2000. This prize includes a shared banquet menu at Uccello and up to three Negroni cocktails for each guest. Subject to availability, winner will be treated to a welcome introduction and toast from a Merivale or VIP Campari staff member.

The winners as determined in accordance with **clause 12**, will be solely responsible for claiming the Prize. Without limiting the Promoter’s other rights in these Conditions of Entry, if the winning Participant does not show proof of identification to the Promoter’s reasonable satisfaction (or to the reasonable satisfaction of the Promoter’s representative) when claiming their Prize, the Promoter (or their representative) has the right, at their absolute discretion, to refuse to allow the Participant to receive their Prize.

15. Total maximum Prize pool value is \$3,000 (inc gst). A Prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize must be taken as offered and cannot be varied (except by the Promoter in accordance with **clause 18**). The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value. All Prize values are based on the recommended retail price including GST (where applicable) for the items that constitute the Prize won.
16. The Promoter will not be responsible to cover any other costs related to claiming the Prize at the event. e.g. travel costs to the venue, etc.



17. If for any reason a winner does not redeem the Prize as directed by the Promoter, then the Prize will be forfeited. The Promoter is not willing to award an alternative Prize (including a voucher) if the winning Participant is unable to collect the Prize.
18. If a Prize or element of a Prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable Prize or prize element of equal or greater value will be awarded in lieu.

GENERAL

19. Participants 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/services (including venues) manufactured, distributed and/or supplied by the Promoter.
20. 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 absolute discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Any cost associated with entering the Promotion by a Participant, is and will be that Participant's responsibility.
22. The Promoter (including each of their officers, employees and agents) will not be liable for any loss, damage or personal injury (including liability in negligence) or any loss of opportunity whether direct, indirect, special or consequential arising in any way out of a Participant's participation in the Promotion except for any liability which cannot be excluded by law.
23. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)*, as well as any other implied warranties under any similar consumer protection laws in the State and Territories of Australia.
24. Each Participant, by and upon submitting an Application, acknowledges that:



- (a) this Promotion is subject to the laws of the State of New South Wales to the exclusion of any other law; and
 - (b) any dispute arising under these Conditions of Entry or otherwise in respect of this Promotion, will be submitted to and determined by to the exclusive jurisdiction of the courts of New South Wales.
25. The Promoter encourages consumers to consume alcohol in moderation. Legal aged consumers are advised to consider the 'low risk drinking' guidelines recommended in the National Health & Medical Research Council Australian Alcohol Guidelines which states: for healthy men and women, drinking no more than two (2) standard drinks on any day reduces your risk of harm from alcohol-related disease or injury over a lifetime. Drinking no more than four (4) standard drinks on a single occasion reduces the risk of alcohol-related injury arising from that occasion. A full version of the guidelines is available at:
http://www.nhmrc.gov.au/_files_nhmrc/file/publications/synopses/ds10-alcohol.pdf. Participation in the promotion is subject to relevant liquor legislation in each applicable State or Territory, including responsible service of alcohol. Consumers are also encouraged to visit the Australian Government's information site for alcohol at www.alcohol.gov.au.
26. By entering into the Promotion and/or providing the Promoter with their contact details, a Participant thereby consents, without the requirement for any further act or omission, to the Promoter or Event Prize Sponsor contacting them for marketing purposes. The Promoter's use of any or all of a Participant's personal information will be in accordance with the Privacy Policy, available here <https://merivale.com.au/privacypolicy>.