

## **Terms & Conditions**

1. Information on how to enter and prizes forms part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. For the avoidance of doubt the above Schedule to these Terms & Conditions forms part of these conditions.

2. Entry is open to Eligible Entrants. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion; and any retailer activating the promotion are ineligible to enter the promotion.

3. To enter the promotion, Eligible Entrants must complete the Entry Mechanism during the Promotion Period.

4. If applicable, the Entry Limit applies to entries. Any excess or invalid entries will be deemed invalid.

5. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the Promotional Period. Entries received will be considered final by the Promoter. Late entries will not be accepted.

6. The Promotion Period commences at the Commencement Time on the Commencement Date and closes at the Close Time on the Close Date. The judging will take place at the Nominated Business on the Judgment Date using the Judgment Criteria. The Promoter's decision is final and no correspondence will be entered into.

7. If the entrant's entry is deemed invalid, the Promoter will award the prize to the next best judged entry at the same time and place as the original judging date and repeat this process until the prize is awarded to an Eligible Entrant.

8. The Prize must be taken as offered and cannot be varied by the winner(s). Prizes are not transferable or exchangeable. Any change in the value of a prize between the advertising date and the date the prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

9. The winner(s) will be notified by the Approved Notification Method.

10. Prizes will be delivered to winners by the Prize Delivery Method by the Prize Delivery Date. The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).

11. The Promoter encourages the responsible use of prize(s), in accordance with applicable legislation.

12. If for any reason a Prize, or any part of a Prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the Prize (or part thereof) for an alternative Prize to the same or greater value of the original Prize value, subject to applicable law.

13. Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within a nominated time period) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency and/or eligibility to enter

and/or claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that entrant's entry will become invalid. Proof of identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The prize(s) will only be awarded following any validation and verification of the entrant that the Promoter requires in its sole discretion. In the event that an entrant cannot provide suitable proof, the relevant prize will be forfeited and no substitute will be offered as the entrant will be disqualified.

14. Where applicable, the Promoter reserves the right to refuse to allow the Prize winner or any of their companions to take part in any or all aspects of the Prize if the Promoter determines, in its absolute discretion, that the Prize winner (or any of their companions where applicable) are not in the mental or physical condition necessary to be able to safely participate in or use the Prize.

15. No compensation will be payable if a winner (or their companions if applicable) are unable to use any element of a Prize for whatever reason, including refusal of entry or ejection from the location(s) or participation in certain activities for health, age, behaviour or safety reasons. Any part of a Prize that is not taken for any reason is forfeited and will not be substituted.

16. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their Prize within the Claim Days, the Promoter may instead offer the prize to the next Eligible Entrant selected from the valid entries that were received before the Closing Date.

17. Except for any liability that cannot be excluded by law, the Promoter (including its

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, including, but not limited to, where arising out of the following: (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) any tax liability incurred by a winner or entrant; or (f) use of a prize.

18. 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 because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

19. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.

20. Entry and continued participation in this promotion is subject to the Promoter's licensing obligations and liquor serving policy where applicable.

21. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

22. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.

23. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.

24. Any attempt to deliberately undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those

losses, damages and costs.

25. As a condition of entering this promotion, the winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.

26. As a condition of accepting the prize, the winner (and his/her companion(s), if applicable) may be required to 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.

27. If in connection with the Promotion you send any content (such as photographs, recordings or images of yourself or other people) and/or Giveaway entries and accompanying material (together "Content") to the Promoter, or if such Content is created by the Promoter in the course of the Promotion, Irish Distillers may use such Content for publicity and promotional purposes.

28. An entry will not be accepted as a valid entry if (in the opinion of the Promoter) it:

- a. encourages under-age drinking, has a strong or evident appeal to minors or features anyone who is, or looks, under 18
- b. depicts or encourages irresponsible or offensive behaviour, excessive drinking or the misuse of alcohol
- c. challenges or dares people to drink alcohol
- d. associates drinking with engaging in any activity which requires a high degree of physical co-ordination, such as driving or playing sport
- e. suggests that alcohol leads to success or can change your mood or environment
- f. suggests that alcohol offers any therapeutic benefits or is necessary to relax
- g. contains religious imagery

h. is offensive, anti-social, sexually provocative, discriminatory, exploitative or degrading

i. is misleading, deceptive, false, illegal or breaches anyone's intellectual property right.

29. All Content submitted to the Promoter will become the property of Irish Distillers on receipt and will not be returned. By submitting Content, you agree to:

a. assign to Irish Distillers all your intellectual property rights; and

b. waive all moral rights,

in and to that Content which you may now or at any time in the future be entitled under applicable intellectual property law in force anywhere in the world.

30. You agree that the Promoter may, but is not required to, make Content available on its website and any other media, and in connection with any publicity of the Promotion. The Promoter may use, display, publish, transmit, copy, edit, alter, store, re-format and/or licence Content for its own purposes.

31. To the extent that the assignment of intellectual property right above at clause 27 is ineffective for any reason whatsoever, you hereby grant a perpetual, irrevocable, sub-licensable, royalty-free, worldwide licence to the Promoter to use your Content for marketing and publicity purposes. If required you shall sign any documents or do any other things necessary to give effect to this licence.

32. If you send the Promoter any ideas or suggestions, regardless of the topic, the Promoter will have no obligations with respect to such ideas or suggestions and may use them for any purpose whatsoever.

33. Where applicable, entries are subject to the Special Conditions.

34. Personal data will be collected and processed in accordance with the Promoter's

Privacy Policy. The Promoter may disclose personal data to third-party prize providers for Competition administration and prize fulfillment purposes, or in order to comply with any legal obligation. At any time you can exercise your rights of access, rectification, erasure, restriction, portability, objection by contacting us at [idpr-privacy@pernod-ricard.com](mailto:idpr-privacy@pernod-ricard.com). You also have a right to lodge a complaint with the Data Protection Commission.

35. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.

36. These Terms and Conditions shall be governed by the laws of the Republic of Ireland and the Irish courts shall have exclusive jurisdiction over any dispute or difference arising in connection with the Promotion or these Terms and Conditions.