

ULTIMATE REFRESHMENT (COMPETITION)

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 Information on how to enter and prize details as outlined in all communications regarding the Ultimate Refreshment (Competition), form part of these Terms and Conditions of Entry. By entering or participating in this Competition, each entrant and participant fully and unconditionally agrees to and accepts these Terms and Conditions of Entry and the decisions of the Promoter (Beam Suntory), which are final and binding.

2. COMPETITION

2.1 Entry is only open to Australian residents aged 25 or over who are Australian Blend members and currently working within the Hospitality industry, holding a current RSA Certification (Aust) ("Entrants"). Employees of the Promoter and their immediate families and any agency associated with this Competition 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 1st cousin.

2.2 Submission commences on 11th July 2022 until 11:59pm AEST on 1st August 2022 ("Submission Period"). Submissions after this date will not be accepted.

3. ENTRY

3.1 To be eligible to enter, individuals must complete the following steps during the Submission Period:

- Pour a serve of Canadian Club, Soda & Lime, built on ice, in a glass or via a RTD can;
- Capture themselves via photo, video or reel looking refreshed – this could be through props, situation, or reaction;
- Post their photo, video or reel onto their personal Instagram account; and
- Tag the Promoter's Instagram handle (@theblend_au) and hashtag #CCrefreshingalternative #ccsodalime.

3.2 Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Submission; (b) each entry must be substantially unique; (c) each

entry must be submitted separately and in accordance with entry requirements; (d) a maximum of (1) entry per person per day is permitted; and (e) only one (1) prize permitted per person.

3.3 All content must abide by the ABAC code of conduct, which can be viewed here (<http://www.abac.org.au/wp-content/uploads/2021/03/ABAC-Responsible-Alcohol-Marketing-Code-26-February-2021.pdf>) – and not show (visibly, audibly or by direct implication) or encourage the excessive or rapid consumption of alcohol; (ii) show (visibly, audibly or by direct implication) or encourage irresponsible or offensive behaviour that is related to the consumption or presence of an Alcohol Beverage; or (iii) challenge or dare people to consume an Alcohol Beverage; please be SAFE!

3.4 Do 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, or otherwise unsuitable for publication.

3.6 Images or videos must NOT show (visibly, audibly or by direct implication) the consumption of an Alcohol Beverage before or during any activity that, for safety reasons, requires a high degree of alertness or physical coordination, such as the control of a motor vehicle, boat or machinery or swimming.

3.7 All entries not in-line with the above, will be null and void.

3.8 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.

3.9 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. 3.10 Unviewable entries will be deemed invalid.

3.11 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.

Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.

4. SELECTION AND JUDGING CRITERIA

4.1 All submissions that conform to the rules are judged by employees of Beam Suntory/CCEP.

4.2 The judging will take place at Level 18, 100 Pacific Hwy, North Sydney NSW 2060 on 3rd August at 1:00pm AEST.

4.3 This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the following point system, with up to 50 points up for grabs.

- Refreshment Factor (how refreshed one looks) – (Up to 15 points)
- Location – (Up to 10 points)
- Serve on Show – did it feature (Up to 20 points)
 - Canadian Club Soda & Lime Can – (5 points)
 - Canadian Club 1858 Bottle - (5 points)
 - Canadian Club Soda & Lime on ice (in tall glass) – (10 points)
- Branding & Awareness; Think beyond just the serve (via serve, merch, bar assets etc.) – (Up to 5 points)

4.4 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.

4.5 In the event of a tie between two (2) or more entrants, the Promoter will contact the entrants via Instagram and provide a question. The entrants must then provide an answer to the question in 25 words or less. The best valid answer as determined by the judges, will be deemed a winner.

5. PRIZE WINNERS

5.1 ALL six (6) winners will be announced by Monday 3rd August 2022 via The Blend's website and social media channels.

5.2 The best six (6) valid entries, as determined by the judges, will each win a trip for one (1) adult to Sydney, NSW valued up to \$3,000, including:

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- 1 x VIP 'ski pass' to the Canadian Club Snow Party (Monday, 15th August);
 - 1 x Exclusive Canadian Club merchandise packs;
 - 2 x nights 5 star accommodation in Sydney (14th & 15th August 2022)
 - 1 x return economy airfares from the winner's nearest capital city to Sydney, NSW (excluding winners residing in Sydney, NSW) and transfers;
 - 1 x Bar voucher (of up to \$300) & visits with The Blend team; and
 - Ice bath & sauna experience.

Spending money, meals, taxes (excluding airline and airport taxes), insurance, additional transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken in August 2022 and is subject to booking and flight availability. All COVID testing and requirements must be fulfilled by Winner at own expense. Winners may be required to present their credit card at time of accommodation check in. Prize is subject to the terms and conditions of individual service providers.

5.3 If a winner cannot attend their prize due to unforeseen circumstances, they will forfeit the prize and the promoter will award the prize to next reserve entry.

5.4 Prizes, or any unused portion of a prize, are non-exchangeable, non-transferable and cannot be exchanged for cash. In the event that, for any reason whatsoever, a winner does not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

5.5 The Promoter will use its best endeavours to provide the prizes as described at item 5.2 above. If any prize, or any part of the prize, is unavailable for any reason, including due to COVID travel restrictions or global circumstance the Promoter reserves the right to postpone or substitute the prize or part of the prize for items of equivalent value.

5.6 Total prize pool value is up to \$18,000.

5.7 The VIP 'ski pass' to the Canadian Club Snow Party prize element is subject to the event venue and pass terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

6. DISPUTES, LIABILITY AND INTELLECTUAL PROPERTY RIGHTS

6.1 Any disputes over any aspect of this Competition will be settled by the Promoter whose decision shall be final and no correspondence entered into.

6.2 The Promoter shall not be liable for any loss or damage whatsoever which is suffered by an Entrant (including but not limited to direct, indirect special or consequential loss) or for any death or personal injury suffered or sustained by an Entrant as a consequence of participation in the Competition or the use and enjoyment of a prize, except for any liability which cannot be excluded by law.

6.3 Except for warranties and conditions implied by law which cannot be excluded, the Promoter makes no representations or warranties regarding the quality or suitability of any prizes awarded under these Terms and Conditions of Entry. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent. In relation to such conditions or warranties, the Promoter's liability is limited to the extent permitted by law to, at its option: (i) the replacement of the prize or the supply of an equivalent prize; or (ii) the payment of the cost of the replacement or supply.

7. PRIVACY AND PERSONAL INFORMATION

7.1 The Promoter collects personal information about Entrants to enable the Entrant to participate in this Competition. If an Entrant does not provide their personal information, the Promoter will not be able to enter the Entrant into this Competition. All personal information collected about Entrants by the Promoter will be collected, stored and used in accordance with the Promoter's privacy policy, which is available at <https://www.beamsuntory.com/privacy-policy>

7.2 By entering into this Competition, each Entrant agrees that the Promoter may use this information (including without limitation the Entrant's name and likeness), disclose this information to other companies strictly associated with this Competition, and publish it in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Entrant. Information collected for the purpose of this Competition, may be used by the Promoter to send the Entrant information regarding future competitions and other relevant activities and products of the Promoter. Entrants will be given the choice whether or not they wish to receive future information from the Promoter.

7.3 Entrant personal information will not be released to external parties other than those directly involved in this Competition. The Promoter will not disclose or sell personal information about Entrants. An Entrant's request to access, update or correct any information about themselves should be directed to the Promoter's Privacy Officer at Beam Suntory, Level 18 100 Pacific Highway North Sydney 2065 NSW or contact 02 8977 9700.

8. COMPETITION CANCELLATION

8.1 If this Competition is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or because of similar events or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Competition and/or disqualify any individual who tampers with the entry process, as appropriate.

8.2 If for any reason whatever this Competition is not capable of running as planned, including but not limited to vandalism, power failures, tempests, natural disasters, COVID, acts of God, civil unrest, terrorism, strikes, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Competition and/or reschedule it at a later date on the same conditions.

9. ASSETS & LICENSE OF MATERIALS

9.1 Entrants agree that they are fully responsible for any materials they submit via the program 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, 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 work of the applicant 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, each applicant agrees to indemnify the Promoter for any breach of the above terms.

9.2 As a condition of entry, 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 Content, idea submission and presentation 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.

9.3 Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are shortlisted (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this program (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

10. THE PROMOTER

10.1 The Promoter is Beam Suntory Australia Pty Ltd (ABN 85 003 953 357), Level 18, 100 Pacific Highway North Sydney NSW 2065 telephone (02) 8977 9700. Please contact the team at info@theblend.com.au or on Instagram at @The_blendAU for further information.