

Your First Aperol Spritz On Us

Terms and Conditions

Information on how to enter and prize(s) form part of these Terms and Conditions (**terms**). By participating, you agree to be bound by these terms. Claims must comply with these terms to be valid.

Details	
Promotion Website	http://www.spritzonus.com.au/
Promoter	Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 21, 141 Walker Street, North Sydney, NSW 2060, ph: 1800 856 939.
Promotional Period	The Promotion commences at 12.01am (AEST) on 01/09/24 and closes at 11.59pm (AEDT) on 31/10/24, or when a maximum of \$128,940 in value of claims have been awarded, whichever is first to occur.
Eligible Claimants	Claims are only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, its related entities and any agencies associated with this Promotion are ineligible to enter. Immediate family member 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.
How to Claim	<ol style="list-style-type: none">1. To be eligible to claim the Refund Offer, each Eligible Claimant must, during the Promotional Period:<ol style="list-style-type: none">a) Purchase one (1) x Aperol Spritz at any licensed on premise venue in Australia (bar, club, pub or restaurant);b) Download the MYY App (either by scanning the MYY App QR code featured in any promotional advertising for this promotion using a compatible smart phone device or directly from the App store or Google Play;c) Fully complete your MYY App registration with their personal details (first name, last name, date of birth, email address, mobile number, and postcode) and tick the box to agree to the promotion terms and conditions;d) Click on the Aperol Spritz offer tile and follow the prompts to upload your receipt for the qualifying purchase;e) Once the receipt is verified, you will receive a digital prepaid gift card to the same value as your purchase (up to the value of \$21);f) To use the digital prepaid gift card, you will need to add it to your Apple Pay Wallet on your iPhone or Google Pay Wallet on your Android device;g) If you don't have Apple Pay or Google Pay or a Near Field Communication enabled phone, you may send an email to info@myyapp.com.au with a copy of your purchase receipt. A representative will then be in touch with you regarding a substitute gift for valid purchase receipts (exact gift is to be determined by the Promoter); andh) Once added to your Apple Pay Wallet or Google Pay Wallet, you can redeem the digital prepaid gift card immediately.2. <u>Receipt Requirements:</u> You must upload a valid itemised receipt showing the date of your purchase (must be during the Promotional Period). The receipt must be itemised clearly detailing the drink purchased as an 'Aperol Spritz'. Receipts showing 'cocktail' only without Aperol Spritz description will not be accepted. Offer Redemption must be made before 11.59pm (AEDT) on 31/10/2024.3. <u>Invalid Claims:</u> Claims which in the reasonable opinion of the Promoter:<ol style="list-style-type: none">a) are received after the first valid claims up to the value of \$128,940 have been awarded;b) are received outside the Promotional Period;c) are incomplete or indecipherable; ord) do not otherwise comply with these terms, will be invalid and ineligible for any digital prepaid giftcard offer.

	<p>4. <u>Eligible Claims Permitted:</u></p> <p>Limit 1 claims per person/mobile number. Once a mobile phone number has been used, the offer will disappear from that person's MYY APP account.</p> <p>5. <u>Technical Assist Contact Details:</u></p> <p>All technical difficulties in respect of the Promotion should be submitted to info@myyapp.com.au or via back-up help line (monitored during business hours) at (02) 9184 9994. If the back-up helpline is unattended, a voice message can be left.</p>
<p>Claims, Notification, and Timing</p>	<p>6. The Refund Offer is strictly limited to the first eligible claims up to the value of \$128,940 . Eligible Claimants must claim their Refund Offer before the end of the Promotional Period.</p> <p>7. The Promoter may at any time (including after the Promotional Period), verify the validity of the claim and claimants and disqualify any individual who the Promoter reasonably believes has breached any of these terms 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>8. If for any reason the Eligible Claimant does not take or redeem a reward (or an element of the reward) within a reasonable time as specified by the Promoter, then the reward (or that element of the reward) will be forfeited.</p>
<p>Refund Offer</p>	<p>9. The Promoter will refund 100% of the purchase price of one (1) Aperol Spritz for each valid claim as evidenced by the receipt uploaded to MYY App, up to a maximum of \$21 (including credit card transaction fee, only if Aperol Spritz is the only item purchased on the receipt). For the sake of clarity, in the case that a claimant purchases a qualifying Aperol Spritz over the cost of \$21, a maximum of \$21 will be refunded via a prepaid gift card. If the Aperol Spritz costs \$20 + \$0.50 credit card transaction fee, the total amount of the cost going back to the consumer on the prepaid gift card would be \$20.50. If the Aperol Spritz purchase is amongst other items purchased on the receipt, it would only be the price shown for the Aperol Spritz on the receipt as the total amount going back to the consumer on the prepaid gift card (i.e. not including the credit card transaction fee).</p> <p>10. The promotion is a limited offer up to the value of \$128,940 of valid claims.</p> <p>11. The refund will be rewarded in the form of a Vault Pays-enabled Prepaid Mastercard®.</p> <p>12. Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. Eligible Customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in their digital wallet. The digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte Ltd. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.</p> <p>13. If the prepaid gift card is unavailable, the Promoter, in its discretion, reserves the right to substitute the prepaid gift card with a reward to equal value and/or specification.</p> <p>14. The prepaid gift card, or any unused portion of the prepaid gift card, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.</p> <p>15. The total maximum value of the Refund Offer is up to \$128,940.</p>
<p>Privacy</p>	<p>16. The Promoter will collect, use and disclose claimants' personal information to conduct and manage the Promotion in accordance with the Privacy Act 1988 (Cth) and its Privacy Policy, available at https://www.aperolspritz.com.au/privacy. The Promoter's privacy policy contains information about how the claimant may access, update and seek correction of the personal information the Promoter holds about them and how the claimant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, prize</p>

	<p>suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the claimant does not provide their personal information as requested, they may be ineligible to claim. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.</p>
Miscellaneous	<p>17. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Individuals will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at https://nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at https://www.liquorandgaming.nsw.gov.au/.</p> <p>18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.</p> <p>19. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.</p> <p>20. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.</p> <p>21. 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"> (a) disqualify any claimant; or (b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion or modify the Refund Offer, as appropriate. <p>22. Nothing in these terms limits, excludes or modifies (or purports to do so) any non-excludable guarantees or warranties under any Australian consumer law (Non-Excludable Guarantees).</p> <p>23. Except for the Non-Excludable Guarantees and any other liability that cannot be excluded by law, the Promoter (including its respective officers, employees and agents) will not be responsible and excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of:</p> <ul style="list-style-type: none"> (a) the Promotion and/or the taking or use of Refund Offer; (b) any technical difficulties or equipment malfunction outside of the Promoter's reasonable control; (c) any theft, unauthorised access or third party interference; (d) any late, lost, altered or misdirected claims due to any reason beyond the Promoter's reasonable control; (e) any tax liability incurred by a claimant; <p>except to the extent caused or contributed to by the Promoter.</p>
Disputes	<p>24. All feedback in respect of the Promotion should be submitted to the Promoter's feedback address at: info.australia@campari.com. In the case of any dispute, the Promoter's decision is final.</p> <p>25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.</p>