

PROMOTION TERMS AND CONDITIONS SCHEDULE

Promotion: Cause A Stir in 2023 and Win a Year's Supply of Gin

Promotion Period: From 18:00 on 20th January, 2023 to 23:59 on 9th February, 2023

Prize: Prize pack consisting of 24 bottles of Never Never Triple Juniper Gin 500mL – valued at \$1440

Entry: During the promotion period, tell us in 25 words or less how you plan to cause a stir in 2023 for your chance to win a year's supply of Never Never Gin [You are entitled to enter once.]

Judging Judging criteria: The winning entry will be chosen by a representative of the Promoter based on originality, creativity and adherence to the entry brief, at the discretion of the Promoter.

Time and place: We will judge the entries at 2/11 Dorset Street, Lonsdale SA or online on 2nd February 13th 2023. The winner will be announced on 15th February 2023.

Notification: We will notify the winner by email.

Promoter: Never Never Distilling Co Pty Ltd.

About these Terms

1. By entering this promotion, you accept these Terms and Conditions (Terms).

Eligibility

2. To enter, you must be an Australian resident aged 18 years or over.

3. We do not accept entries from our employees (and their immediate families) or employees of any company associated with this promotion. Immediate family includes current or former spouse, child, parent or grandparent, uncle, aunt, niece, nephew, brother, sister, or cousin.

4. We may contact you to verify your identity, age or place of residence to confirm your eligibility to enter.

5. We may disqualify you if we reasonably believe that you have breached these Terms or have compromised the fair conduct of this promotion by acting unlawfully or improperly.

Entries

6. You are fully responsible for all of your entry content and materials, including all comments, responses, videos, artwork and images (Entry Content).

7. If only one entry is permitted per entrant, your first entry will be deemed to be the entry (we will disregard later entries including ones submitted via alternative email addresses/accounts).

8. We may remove or refuse to publish Entry Content without notice.

9. If your Entry Content breaches clause 10 or is incomplete, indecipherable or inaudible, we will

deem the entry invalid.

10. You warrant and agree that:

- (a) your Entry Content is your original work or you have the consent of the author to submit it;
- (b) your Entry Content is not misleading or deceptive, fraudulent, discriminatory, defamatory, obscene, sexually inappropriate, abusive, harassing, threatening, or unsuitable for children aged under 15;
- (c) your Entry Content will not contain viruses or cause injury or harm to any person or entity; and
- (d) if your Entry Content depicts, quotes or refers to another individual or the brand or product of another entity, you have the consent of that individual or entity.

11. You consent to any use of the Entry Content which may otherwise infringe the Entry Content creator's/creators' moral rights under the Copyright Act 1968 (Cth) and you warrant that you have full authority to give that consent.

12. You agree to indemnify us for any breach of clause 10 or 11.

13. You grant us and our related entities a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display your Entry Content for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media.

14. You agree that if you are a winner, you consent to us using your name or image to promote this promotion and any products or services we supply.

15. The Promoter reserves the right, at any time, in its discretion to vary these Terms, or to cancel, postpone or reschedule the Promotion.

Judging

16. Each entry will be individually judged based on the Judging Criteria. This is a game of skill and chance plays no part in determining the winner.

17. We may select additional reserve entries which we determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

18. The entries will be judged, and five winners selected in accordance with the details in the Schedule above. The winners will be notified by email within 24 hours of selection.

19. In the event that the prize notification email is returned as undeliverable, the Prize will be forfeited and an alternative winner will be selected by the Promoter.

20. A member of the Never Never Team will email the winning individual within a week of their

announcement as the winners. In order to claim the Prize, the winners must respond to the email from Never Never within one week of receipt. If any Prize is not claimed by 21st February 2023 another entry will be selected as the winning entry on this day. The Prize will be mailed out the winner in the form of 2 x bottles of Triple Juniper Gin each month from February 2023 to February 2024.

21. Any redraw winner will be notified by email within 24 hours of [15th February)

22. Our decisions are final and no correspondence will be entered into.

Prizes

23. There is 1 x prize to be won, as set out in the Schedule.

24. The Prize is non-refundable and non-transferable. If you win the Prize but do not take it (or part of it) at the time specified by us, then you will forfeit the Prize (or the relevant part of it).

25. If the Prize (or part of it) is unavailable, we will provide a substitute Prize of equal value and/or specification.

26. You cannot exchange the Prize (or any part of it) for cash, goods or services.

27. The value of the Prize at the time we provide it may be different from the value advertised in our promotional materials. We are not required to 'make up' any difference in value.

28. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Prize except for any liability, which cannot be excluded by law. 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 including without limitation technical malfunctions or failures.

29. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of the Promoter 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 cancel, terminate, modify or suspend the promotion subject to any written directions under applicable legislation.

30. The Prize may require you to accept terms that apply to the use or supply of the prize (for example terms and conditions attaching to subscription products, supply of goods, event entry conditions, etc.). We are not a party to, or carry any liability in connection with, any third party terms.

General

31. These Terms refer to Adelaide time unless otherwise stated.

32. We may need to suspend or cancel the promotion if we become unable to conduct it as reasonably anticipated due to any reason beyond our reasonable control.

33. Nothing in these Terms limits, excludes or modifies the consumer guarantees provided the Competition and Consumer Act. Except for any liability that cannot by law be excluded, we exclude all liability for any loss or damage whether direct, indirect, or consequential, arising in connection with the promotion.

34. We collect your personal information to conduct the promotion and may, for this purpose, disclose your personal information to third parties, including but not limited to advertising clients, service providers and prize suppliers. By submitting an entry into this competition, you understand and agree that we will provide your details to Never Never Distilling Co. so that they may send you promotional and other marketing messages. You may unsubscribe at any time by following the instructions in the messages.

35. We will use and handle your personal information in accordance with our Privacy Policy (<https://neverneverdistilling.com.au/privacy-policy-cookie-restriction-mode>).

36. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram and by entering this promotion