

Campari AU Site Terms of Use

Please read the Terms of Use of this Site carefully as any use of this Site by you constitutes acceptance of the Terms of Use set out below.

Details

Brand(s): means CAMPARI or CAMPARI Bitter or CAMPARI N100

Site: www.campariau.com

“we”, “us”, “our” and “Site Owner”: means Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 21, 141 Walker Street, North Sydney, NSW 2060, phone 1800 856 939 or its related companies.

Intended Use

This Site is intended to be used and accessed by people who are of legal age to purchase and consume alcohol. If you are of legal age in your country of residence and the country from which you are accessing this Site, please continue. If you are not, please exit this Site immediately.

Website Security

Information sent by you to us through this Site is not encrypted. We do not guarantee the security of the content of any such information. It is your responsibility to satisfy yourself as to whether our security measures are sufficient for your requirements.

Accuracy, completeness and timeliness of information

We are not responsible if the information that we make available on this Site is not accurate or complete. Any reliance upon the material on this Site shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and the information contained on this Site.

Transmission

a.) Any non-personal communication or material you transmit to this Site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, or will be treated as, non-confidential and non-proprietary.

b.) Anything you transmit or post becomes the property of the Brand and may be used for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting without further reference or payment to you.

c.) Furthermore, the Site Owner is free to use for any purposes whatsoever (including but not limited to the developing, manufacturing, advertising and marketing of products) any ideas, artwork, inventions, developments, suggestions or concepts contained in any communication you send to this Site. Any such use is without reference or compensation to you.

d.) By submitting information, you are also warranting that you own the material/content submitted, that it is not defamatory and that the Site Owner's use will not violate any third party's rights. We are under no obligation to use the information submitted.

Intellectual property rights

a.) Unless otherwise indicated, all copyright and other intellectual property rights in all information, data, text, graphics, images, logos, trademarks and other materials on this Site are the property of the Site Owner or are included with the permission of the relevant owner.

b.) Except as expressly prohibited in relation to particular content, you are permitted to browse this Site, reproduce extracts by way of printing, downloading to a hard disk or for the purposes of distribution to other individuals. This is only to be done on the proviso that you keep intact all copyright and other proprietary notices. No reproduction of any part of this Site may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or Site.

c.) You must not use any trade marks or logos which appear or are used on this Site, nor do anything to prejudice the rights of the owner or licensee of such trademarks or logos. Nothing contained on this Site should be construed as granting any licence or right to use any trade mark displayed on this Site.

d.) Your use/misuse of the trade marks displayed on this Site, or on any other content on this Site, except as provided for in these Terms of Use, is strictly prohibited. The Site Owner reserves all its rights to enforce its intellectual property rights to the fullest extent of the law.

Linking Policy

This Site may provide, as a convenience to you, links to websites owned or operated by parties other than us. Each link to a website has its own terms and conditions of use, as described in that website's legal notice/terms of use. Those terms and conditions may be different from these Terms of Use, and we urge you to read each website's legal notice/terms of use carefully before you use that site. The Brand does not control, and is not responsible for the availability, content or security of these external websites, nor your experience interacting or using these external websites. We do not endorse the content, or any products or services available, on such websites. If you link to such websites you do so at your own risk.

Warranties and Disclaimers

Your use of this Site is exclusively at your own risk. This Site is provided to you on an "As Is" and "As Available" basis and, consequently, to the maximum extent permitted by law, the Site Owner gives no warranties of any kind, whether express, implied, statutory or otherwise (including the implied warranties of merchantability and fitness for a particular purpose) including warranties or representations that material on this Site will be complete, accurate, reliable, timely, non-infringing to third parties; and that access to this Site will be uninterrupted or error-free; and that this Site will be secure; and that any advice or opinion obtained from the Brand through this Site is accurate or to be relied upon and any representations or warranties thereto are expressly disclaimed.

Liability

a.) To the extent permitted by law, we, including any of our parent and subsidiary companies and each of our respective officers, employees, agents, contractors, or agents, will not be liable or accept any responsibility whatsoever for any direct, incidental, consequential, indirect or punitive damages, costs, losses, claims, expenses or liabilities whatsoever arising out of or relating to your access to, use, inability to use, change in content of this Site or arising from any other website you access through a link from this Site or from any actions we take or fail to take as a result of any electronic correspondence or messages you send us, or your reliance upon information contained upon this Site.

b.) To the extent permitted by law, the Site Owner does not accept any responsibility to maintain the material and services made available on this Site or to supply any corrections, updates, or releases in connection therewith. Any material on this Site is subject to change without notice.

c.) Further, the Site Owner shall have no liability or any responsibility whatsoever for any loss suffered caused (whether negligently or otherwise) by viruses that may infect your computer equipment or other property by reason of your use of, access to or downloading of any material from this Site. If you choose to download material from this Site you do so at your own risk.

d.) Certain legislation may imply warranties, terms or conditions which cannot be excluded, restricted or modified. If those statutory provisions apply, to the extent to which the Site Owner is entitled to do so, its liability will be limited at its option to (a) in the case of services, the lowest of the cost of supplying the services again and having the services supplied; and (b) in the case of goods, the lowest of the cost of replacing the goods, obtaining equivalent goods or having the goods repaired.

Prohibited Activity

You are prohibited from doing any act that the Site Owner, in its reasonable discretion, may deem to be inappropriate and/or

would be deemed to be an unlawful act or is prohibited by any laws, ordinances, rules, regulations, codes and codes of all regulatory bodies applicable to this Site.

Cookies

Cookies are data files stored on your computer after you access certain websites. Cookies are primarily used to identify visitors when they return to a website, so that certain information already provided by the visitor to a website is not required to be provided again. Cookies are also used to gather data on which areas of a website are visited frequently and which are not. Keeping data on which areas of a website are most popular allows a site operator to better plan and enhance the website. Cookies are useful and are used by us in this manner. We acknowledge that some users may wish to disable cookies. This can be done by changing your web browser settings. To find out more about cookies, visit an appropriate website, such as Cookie Central.

IP Address

The Site Owner's web servers gather your IP address to help diagnose problems with our service, to administer our Site, and to gather broad user information (for example, which areas of our Site are visited most frequently). Such user information is gathered in aggregate only and cannot be traced to an individual user.

Termination

We reserve the right to restrict or terminate your access to this Site or any feature of this Site or any feature or part thereof at any time. Any indemnities given by you and limitations on our liability will survive such termination. Any termination of your right to use or access any part of this Site will not affect any rights which have accrued to or have been accrued by either you or us prior to termination.

Legal notice update

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review

these and new additional information. If any provision of these Terms of Use is held void, unenforceable or illegal, that provision will be severed, and the rest of these Terms of Use will have full force and effect.

Privacy

Any personal information or material sent to this Site or our other websites are subject to our [privacy policy](#). The privacy policy forms a part of these Terms of Use.

Governing Law

You and the Site Owner agree that any claim arising from or pertaining to the use of this Site shall be governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales

Enjoy Responsibly

The Site Owner encourages consumers to enjoy liquor responsibly. Consumers of legal drinking age are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines (available at www.nhmrc.gov.au).

AGREEMENT TO ASSIGN USER SUBMISSIONS TO SITE OWNER

User Submissions

Means any content or materials (including, without limitation, any photographs, videos, designs, comments, images, text, etc.) uploaded to your social media accounts including tagged with a Brand(s) hashtag.

Consent

means:

(a) any User Submissions tagged with a Yes# hashtag together with the Brand(s)# hashtag (or any other applicable prescribed hashtag or response); or

(b) a response you have provided to the Site Owner by way of direct messaging via your social media account agreeing to the Brands use of the User Submissions.

Age Confirmation 25y.o or over

You represent and warrant that you and any other person featured in the User Submissions are aged 25 years or over and have consented to their image appearing in any Brand(s) advertising and marketing communications.

User Submission Assignment

1. You acknowledge and agree that you:

(a) have provided Consent to the Site Owner; and

(b) agree to assign all right, title and interest in the User Submissions to the Site Owner; and

(c) confirm that you are entitled to provide the Site Owner with the rights set out in (a) above, that the User Submissions are and will be the result of your original creative effort (ie they are not copied from others), and that we are entitled to use the User Submissions to market or sell our products without infringing the rights of others.

2. In relation to any moral rights, you authorise the Site Owner, our successors, assigns and licensees to use or deal with any copyright work which forms part of the User Submissions, without attribution to you as author, or by attributing authorship to another person and to use, deal with, modify, adapt, distort, display, abridge, revise, destroy, relocate, translate to other formats or media or combine with other works or items, the copyright work to the extent permitted by law.

3. You agree to execute all documents and do all things (if necessary) to effect the intention of sections 1 and 2 above.

Privacy

1. Site Owner will collect, use and disclose your personal information in conducting promotions for the Brand in accordance with its Privacy Policy on this page. The Site Owner may also use your personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to, or telephoning, you.
2. You consent to the Site Owner using your name, likeness, image and/or voice in the event the User Submissions are used by the Site Owner (including photograph, film and/or recording of same) in any media for an unlimited period without remuneration for the purpose of promoting the Brands and any other product owned by the Site Owner.

Miscellaneous

The Site Owner encourages consumers to enjoy liquor responsibly. Consumers of legal drinking age are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines (available at www.nhmrc.gov.au).

Alcoholic Products

Under the liquor laws of the Australian States and Territories it is an offence to supply alcohol to a person under the age of 18 years, and for a person under the age of 18 years to purchase or receive liquor. Severe penalties apply for breach. This website has been created by the Site Owner solely for the use of Australian residents over 18 years of age.

Campari licences: NSW Licence No. LIQW880010191. *Liquor Act 2007* (NSW). It is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of 18 years; Queensland Licence No. 111055. Under the *Liquor Act 1992* (Qld), it is an offence to supply liquor to a person under the age of 18 years; Victoria Licence No. 33759739. *Liquor Control Reform Act 1998* (Vic). It is an offence to supply alcohol to a person under the age of 18 years (Penalty exceeds \$17,000), for a person under the age of 18 years to purchase or receive liquor (Penalty exceeds \$700); SA Direct Sales Licence No. 51403154. *Liquor Licensing Act 1997* (SA), section 113. Liquor must NOT be supplied to persons under 18; WA Licensee: Campari Australia Pty Ltd, Wholesaler's Licence

6160134438, Level 10, Tower B, 207 Pacific Highway, St Leonards NSW 2065, tel: 02 9478 2727. WARNING: Under the *Liquor Control Act 1988* (WA), it is an offence: to sell or supply liquor to a person under the age of 18 years on licensed or regulated premises; or for a person under the age of 18 years to purchase, or to attempt to purchase, liquor on licensed or regulated premises.