

## Shaken Not Broken Terms and Conditions

Information on how to receive support from Campari under the Shaken Not Broken initiative form part of these terms. By participating, you agree to these terms.

Details	
<b>Website</b>	<a href="http://camparigroup.com.au/">http://camparigroup.com.au/</a>
<b>Campari</b>	Campari Australia Pty Ltd (ABN 72 137 554 726) of Level 21, 141 Walker Street, North Sydney, NSW 2060, phone 1800 856 939.
<b>Support Period</b>	Registrations to receive support open at 9am (AEST) on 17 April 2020. Support will be provided to Eligible Recipients in three phases over a period of approximately 3-6 months. The timing of each phase will be subject to the laws in place in Australia relating to social gatherings and covid-19.
<b>Eligible Recipients</b>	<p>Support is available to an owner or controller of an Australian bar or restaurant with a current, valid on-premise liquor licence, which has its own cocktail menu and is permitted to sell pre-batch cocktails.</p> <p>Where venues which would individually meet the definition of Eligible Recipients in the paragraph above, are part of a group of venues, up to 5 venues from the group will qualify as Eligible Recipients.</p>
<b>Requests for Support</b>	To request support, a representative from each Eligible Recipient must fully complete and submit the online form on the Website during the Support Period.
<b>Support Recipient</b>	<p>Campari will provide one Response Package to Eligible Recipients (limited to 200 Response Packages) and in doing so, will take into consideration the following criteria in order of priority in determining which venues will qualify for a Response Package:</p> <ul style="list-style-type: none"> <li>(a) financial impact on the Eligible Recipient arising from or in connection with COVID-19;</li> <li>(b) date and time of registration of interest;</li> <li>(c) opportunity to sell alcohol through other venues;</li> <li>(d) size of venue;</li> <li>(e) any other consideration as determined by Campari in its absolute discretion.</li> </ul> <p>Campari will contact the recipients of a Response Package to arrange logistics within 10 business days of registering for Shaken Not Broken.</p>
<b>Support</b>	<ol style="list-style-type: none"> <li>1. Campari's support package consists of three phases: <ul style="list-style-type: none"> <li>(a) Phase one: Response;</li> <li>(b) Phase two: Recovery; and</li> <li>(c) Phase three: Revival.</li> </ul> <p><b><u>Phase one: Response</u></b></p> </li> <li>2. Campari will provide Response Packages to the Support Recipients.</li> <li>3. Campari will arrange delivery of the Response Package to the address nominated by the Support Recipient.</li> <li>4. Each Response Package contains: <ul style="list-style-type: none"> <li>(a) Cocktail bottling kit (cocktail bottles, bottle caps, mixing jug, funnel, permanent markers)</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>(b) Shaken Not Broken printed material (coasters, hang tags)</li> <li>(c) Access to digital marketing toolkit; and</li> <li>(d) Product donations.</li> </ul> <p>Campari may substitute the Response Package (or a component of the Response Package) with other products of equal or greater value in its absolute discretion.</p> <ul style="list-style-type: none"> <li>5. Notwithstanding anything in these terms and conditions, Campari retains the discretion to determine who does or does not qualify as an Eligible Recipient or Support Recipient.</li> <li>6. Campari retains the right at any time to disqualify an Eligible Recipient or Support Recipient in its absolute discretion, such as, for failing to comply with these terms and conditions.</li> <li>7. During the Support Period, the Shaken Not Broken Toolkit will be available on the Website to assist Eligible Recipients with promoting their venue to consumers. Subject to these terms, Eligible Recipients may use any logo, badge, image, video, text or other media contained in the Shaken Not Broken Toolkit to promote the Eligible Recipient's venue during the Support Period.</li> <li>8. Campari will partner with the Hungry Hungry meal delivery platform to assist Eligible Recipients with delivering cocktails to consumers. Eligible Recipients are not obliged to sell cocktails through the Hungry Hungry platform. Eligible Recipients who sign up through the Shaken Not Broken initiative will not be charged a registration fee to sign up to the Hungry Hungry platform during the Support Period. Aside from the Hungry Hungry registration fee, any other fees or obligations associated with any meal delivery platform that a Eligible Recipient chooses to use will be the responsibility of the Eligible Recipient.</li> </ul> <p><b><u>Phases two and three</u></b></p> <ul style="list-style-type: none"> <li>9. The details of phase two and phase three of Campari's support package are yet to be finalised but will aim to further promote venues to consumers and support bartenders and venues on the road to recovery from the effects of the current pandemic. Eligible Recipients acknowledge that these terms will be amended by Campari to include further detail in relation to phase two and phase three of the support package. Campari will notify the Eligible Recipients of any amendment and will not add any obligation on the Eligible Recipients without their prior consent.</li> </ul>
<p><b>Eligible Recipient's obligations</b></p>	<ul style="list-style-type: none"> <li>10. Each Eligible Recipient agrees that: <ul style="list-style-type: none"> <li>(a) it has, and will continuously maintain during the Support Period, a liquor licence which covers the activities proposed as part of the Shaken Not Broken initiative;</li> <li>(b) it will obtain, maintain and comply with all licences, permits, approvals or consents required for it to conduct its business and to comply with these terms;</li> <li>(c) it will serve or deliver liquor in a safe manner and in accordance with the guidelines relating to the responsible service of alcohol;</li> <li>(d) it will not, and will ensure its staff do not, make any false or misleading representations or engage in any misleading conduct with regard to Campari's products;</li> <li>(e) it will comply with all applicable laws and any guidelines issued by government authorities in relation to covid-19;</li> <li>(f) its participation will not breach any pre-existing contractual commitment;</li> <li>(g) it will comply with any guidelines issued by Campari in relation to the use of any Shaken Not Broken materials;</li> <li>(h) the Response Package will be used for the supply of products to consumers;</li> <li>(i) it will not do anything, or become involved in any situation that, in the reasonable opinion of Campari, is likely to bring Campari or the Shaken Not Broken initiative</li> </ul> </li> </ul>

	<p>into public disrepute or which does not otherwise conform to prevailing community standards; and</p> <p>(j) it owns, or has the right to use, any materials provided by the Eligible Recipient to Campari to use during the Shaken Not Broken initiative (for example, any images of the Eligible Recipient or its staff) and that it has obtained the consent of any individual featured in any material provided to Campari.</p>
<b>Intellectual property</b>	<p>11. All right, title and interest in all intellectual property rights (including copyright) in material provided to the Eligible Recipient by Campari (including any logo, badge, image, video, text or other media contained in the Shaken Not Broken Toolkit) will remain or be vested in Campari or the party who owns this material.</p>
<b>Promotional Permission</b>	<p>12. Each Eligible Recipient grants Campari a non-exclusive licence to use the name, logo, image and/or trade mark of the Eligible Recipient in any media for an unlimited period for the purpose of promoting the Shaken Not Broken initiative.</p> <p>13. Each Eligible Recipient who uses the Hungry Hungry meal delivery platform during the Support Period consents to the use of the name, logo, image and/or trade mark of the Eligible Recipient being featured on the Hungry Hungry website and/or mobile application during the Support Period.</p>
<b>Liability</b>	<p>14. Campari (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) suffered by a Eligible Recipient as a result of participating in the Shaken Not Broken initiative, except to the extent caused or contributed to by Campari.</p> <p>15. Each Eligible Recipient indemnifies Campari against all liability of, or claims against, Campari as a result of any third party claims arising from the delivery of cocktails to consumers, except to the extent that Campari causes or contributes to that liability or claim.</p>