

“ABSOLUT® SHOW ALL YOUR COLOURS TOUR” PARTICIPATION CAMPAIGN

TERMS AND CONDITIONS

1. Information on how to participate forms part of these Terms and Conditions. Participation in this campaign is deemed acceptance of these Terms and Conditions. This campaign is organised by Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060 (**Organiser**).
2. Participation is only open to residents of the eastern seaboard of Australia aged 25 years or older who identify as part of the LGBTQI+ community.
3. Applications to participate in this campaign open on 04/12/20 and will close 11:59pm AEDT on 15/12/20 or unless other advised by the Organiser.

To submit an application to participate in the campaign, individuals must visit <https://www.pedestrian.tv/show-all-your-colours-tour/>, locate the application form, complete all requested details including name, email, state, postcode, gender, date of birth and upload a video of up to 2 minutes in length, describing why they would like to take part in the campaign, sharing their own personal story about love, identity, or acceptance, as well as what exactly makes their home town and community so special, and why it should host an epic Absolut Pride Party in one of its local venues (**“Eligible Entrant”**).

4. The selected participant(s) (up to five) will be the Eligible Entrant(s) that best represented the message the campaign “Absolut Show All Your Colours” aims to convey, as judged by the Organiser, in its sole discretion. The following criteria will be considered by the Organiser when reviewing the video: creative merit and originality (**“Judgment Criteria”**). The Organiser reserves the right, in its sole discretion, to select up to five participants for the purpose of this promotion and, as such, may only pick one participant if there is only one Eligible Entrant that best met the Judgment Criteria.
5. The Organiser’s decision is final and no correspondence will be entered into.
6. Any selected participants will be invited to travel to Sydney, NSW to attend a VIP experience at the Mardi Gras 2021 to be hosted by the Organiser. The Organiser will provide each selected participant with a \$1000 travel voucher in order to organise flights and accommodation for themselves and one (1) guest, aged over 25 years (**“Travelling Companion”**), to attend the VIP experience. The Travelling Companion must travel with the selected participant on the same itinerary (including, but not limited to, flights and transfers). Transfers will also be provided by the Organiser to each selected participant and their Travelling Companion between airport and accommodation, and accommodation and VIP experience. Any transportation to/from the airport in the selected participants’ and Travelling Companions’ nearest capital city is the responsibility of the selected participants and their Travelling Companions.

7. The trip to attend a VIP experience at Mardi Gras 2021 activities will take place on 06/03/21 in Sydney, NSW, at the Organiser's absolute discretion. The selected participants must confirm their eligibility to be awarded the trip and to attend on the nominated dates, within 2 business days of being successfully advised of the trip dates, otherwise that selected participant will forfeit their participation in the campaign.
8. Unless expressly stated as being included in the provided travel, all other costs and expenses associated with travel become the responsibility of the selected participants, including but not limited to, taxes (excluding departure and any other flight-associated taxes if applicable), travel insurance, spending money, meals, transport to/from an airport departure or return point, any extra sightseeing or activities, and all other incidental and ancillary costs incurred by a participant as a direct or indirect result of travel.
9. Any ancillary costs associated with redeeming the travel voucher are not included. Any unused balance of the travel voucher will not be awarded as cash. Redemption of the travel voucher is subject to any terms and conditions of the issuer including those specified on the travel voucher.
10. The Organiser make no representation as to the safety conditions or any other conditions that may exist at any destination.
11. Participants agree that they are fully responsible for any materials they submit via the campaign including but not limited to comments, recordings and images (**Content**). The Organiser shall not be liable in any way for such Content to the full extent permitted by law. The Organiser may remove or decline to publish any Content without notice for any reason whatsoever. Participants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Organiser 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) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content 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.

12. Without limiting any other terms herein, the participants agree to indemnify the Organiser for any breach of the above terms.
13. Each selected Participant licenses and grants the Organisers, 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 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.
14. As a condition of participating in this campaign, each selected participant agrees to the following conditions:
 - (a) Participant agrees to complete a background check prior to participation in any video content;
 - (b) Pending background check approval, the participant agrees to participate in 1 full-day shoot, to take place on a date between 16/01/21 – 30/01/21 and at a location to be confirmed by the Organiser, in order to appear in one (1) piece of video content for up to two (2) minutes in length to be shot, edited and published by the Organiser;
 - (c) Participants agree to cooperate with reasonable directions of the Organiser at all times during the shoot and provide sufficient information to be used to develop an insightful completion of the video content; and
 - (d) Participants agree to execute a talent release in the form determined by the Organiser in its absolute discretion.
15. Participants acknowledge that participation in the campaign is considered a collaboration with the Organiser and Absolut Vodka, a brand of Pernod Ricard Winemakers, but at no point will the participant be promoted as an ambassador for either entity or their products.
16. If this campaign is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the campaign, as appropriate.
17. Except for any liability that cannot by law be excluded, the Organiser (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the campaign, or participation in any shoot.

18. The laws of New South Wales, Australia apply to this campaign to the exclusion of any other law. Participants submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
19. The Organiser is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Organiser will collect participant personal information in connection with this campaign and will use and handle the personal information in accordance with these Terms and Conditions and the Organiser's Privacy Policy at <https://nine.com.au/privacy>. The Organiser will share the participant personal information with Pernod Ricard Winemakers for the purposes of carrying out the campaign and, if the participant consents, for direct marketing purposes. The Organiser's Privacy Policy contains information regarding:
 - (a) how participants may access or correct any of their personal information collected by the Organiser; and
 - (b) how participants may lodge a complaint with the Organiser for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Organiser will action such complaint.