

ORIGINAL GRAVITY: THE EIGHT DEGREES BREWING 2021 LABEL ARTWORK COMPETITION

TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants Residency Age	Irish residents only 18 years old and over
Entry Mechanism	Eligible Entrants submit their artwork design that is in compliance with all terms and condition to originalgravity@eightdegrees.ie . by the closing date and time.
Entry Limit	One entry per person.
Promotion Period:- Commencement Time Commencement Date Close Time Close Date	11.59PM 19 April 2021 11:59PM 14 May 2021
Promoter	Eight Degrees Brewing Company Limited Unit 4, Coolnanave Industrial Park, Coolnanave, Mitchelstown, Co Cork. Eight Degrees is a wholly owned subsidiary of Irish Distillers Limited
Judgement Date	Winners will be announced on 28 May 2021.
Judgement Criteria	(1) creatively incorporating artwork idea (2) unique features of design (3) readability and appropriateness for use as a label (4) overall impression (5) comply with the terms and conditions
Prize	€1000 for each of the 5 winning entries
Total Prize Value	€5000
Approved Notification Method	Email
Prize Delivery Method	Bank Transfer
Prize Delivery Date	04/06/21
Special Conditions	An entry will not be accepted as a valid entry if (in the opinion of the Promoter) it: <ul style="list-style-type: none"> a. encourages under-age drinking, has a strong or evident appeal to minors or features anyone who is, or looks, under 18 b. depicts or encourages irresponsible or offensive behaviour, excessive drinking or the misuse of alcohol c. challenges or dares people to drink alcohol d. associates drinking with engaging in any activity which requires a high degree of physical co-ordination, such as driving or playing sport e. suggests that alcohol leads to success or can change your mood or environment f. suggests that alcohol offers any therapeutic

	<p>benefits or is necessary to relax</p> <p>g. contains religious imagery</p> <p>h. is offensive, anti-social, sexually provocative, discriminatory, exploitative or degrading</p> <p>i. is misleading, deceptive, false, illegal or breaches anyone's intellectual property right.</p> <p>Artwork can be sketches, illustrations, paintings, drawings etc and must be submitted as an .ai, .eps or .jpeg file.</p> <ul style="list-style-type: none"> • Artwork must be at least 300 dpi. • Please refer to the attached template for dimensions and orientation. • Artwork must be a single work of original art derived from an original concept created by the Entrant. • Artist's signature should not show on artwork nor should the text for the beer name or other standard beer label elements. Acknowledgement to the artist as the competition winner will be shown on the label, and any text or label information will be added by our designer. <p>Prize delivery is subject to the Winner executing an intellectual property agreement with the Promoter.</p>
Promoter Email Contact	originalgravity@eightdegrees.ie
Privacy Policy	https://www.eightdegrees.ie/contact/privacy-policy/
Claim Days	14 days from the the announcement of the winner

Terms & Conditions

1. Information on how to enter and prizes forms part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. For the avoidance of doubt the above Schedule to these Terms & Conditions forms part of these conditions.
2. Entry is open to **Eligible Entrants**. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion; and any retailer activating the promotion are ineligible to enter the promotion.
3. To enter the promotion, **Eligible Entrants** must complete the **Entry Mechanism** during the **Promotion Period**.
4. If applicable, the **Entry Limit** applies to entries. Any excess or invalid entries will be deemed invalid.
5. The **Promoter** accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the Promotional Period. Entries received will be considered final by the Promoter. Late entries will not be accepted.
6. The Promotion Period commences at the **Commencement Time** on the **Commencement Date** and closes at the **Close Time** on the **Close Date**. The judging will take place at the **Nominated**

Business on the Judgement **Date** using the Judgement **Criteria**. The Promoter's decision is final and no correspondence will be entered into.

7. If the entrant's entry is deemed invalid, the Promoter will award the prize to the next best judged entry at the same time and place as the original judging date and repeat this process until the prize is awarded to an Eligible Entrant.
8. The **Prize** must be taken as offered and cannot be varied by the winner(s). Prizes are not transferable or exchangeable and cannot be taken as cash. Any change in the value of a prize between the advertising date and the date the prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
9. The winner(s) will be notified by the **Approved Notification Method**.
10. Prizes will be delivered to winners by the **Prize Delivery Method** by the **Prize Delivery Date**. The Promoter and its agents associated with this promotion take no responsibility for a prize (or part of a prize) damaged or lost in transit (if relevant).
11. The Promoter encourages the responsible use of prize(s), in accordance with applicable legislation.
12. If for any reason a Prize, or any part of a Prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the Prize (or part thereof) for an alternative Prize to the same or greater value of the original Prize value, subject to applicable law.
13. Entrants must only enter in their own name. The Promoter reserves the right to request the winner(s) to produce (within a nominated time period) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residency and/or eligibility to enter and/or claim a prize and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that entrant's entry will become invalid. Proof of identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The prize(s) will only be awarded following any validation and verification of the entrant that the Promoter requires in its sole discretion. In the event that an entrant cannot provide suitable proof, the relevant prize will be forfeited and no substitute will be offered as the entrant will be disqualified.
14. Where applicable, the Promoter reserves the right to refuse to allow the Prize winner or any of their companions to take part in any or all aspects of the Prize if the Promoter determines, in its absolute discretion, that the Prize winner (or any of their companions where applicable) are not in the mental or physical condition necessary to be able to safely participate in or use the Prize.
15. No compensation will be payable if a winner (or their companions if applicable) are unable to use any element of a Prize for whatever reason, including refusal of entry or ejection from the location(s) or participation in certain activities for health, age, behaviour or safety reasons. Any part of a Prize that is not taken for any reason is forfeited and will not be substituted.
16. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their Prize within the **Claim Days**, the Promoter may instead offer the prize to the next Eligible Entrant selected from the valid entries that were received before the Closing Date.
17. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

18. If this promotion 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 Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any 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 the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
20. Entry and continued participation in this promotion is subject to the Promoter's licensing obligations and liquor serving policy where applicable.
21. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
22. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
23. 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.
24. Any attempt to deliberately undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
25. As a condition of entering this promotion, the winner(s) agree to participate in all reasonable promoted activities in relation to this promotion as requested by the Promoter and its agents.
26. As a condition of accepting the prize, the winner (and his/her companion(s), if applicable) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

27. You agree that the Promoter may, but is not required to, make Content available on its website and any other media, and in connection with any publicity of the Promotion. The Promoter may use, display, publish, transmit, copy, edit, alter, store, re-format and/or licence Content for its own purposes.
28. If you send the Promoter any ideas or suggestions, regardless of the topic, the Promoter will have no obligations with respect to such ideas or suggestions and may use them for any purpose whatsoever.
29. Where applicable, entries are subject to the **Special Conditions**.
30. Personal data will be collected and processed in accordance with the Promoter's **Privacy Policy**. The Promoter may disclose personal data to third-party prize providers for Competition administration and prize fulfilment purposes, or in order to comply with any legal obligation. At any time you can exercise your rights of access, rectification, erasure, restriction, portability, objection by contacting us at ldpr-privacy@pernod-ricard.com. You also have a right to lodge a complaint with the Data Protection Commission.
31. The Promoter supports responsible consumption and recommends that alcohol be enjoyed in moderation.
32. These Terms and Conditions shall be governed by the laws of the Republic of Ireland and the Irish courts shall have exclusive jurisdiction over any dispute or difference arising in connection with the Promotion or these Terms and Conditions.