

**“APEROL SPRITZ SKILL CONTEST”**  
**FULL TERMS AND CONDITIONS**

PPD Croatia d.o.o. (hereinafter the Promoter) Ulica Huga Badalića 26 F, 10000 Zagreb, Croatia, OIB: 42729559546 is organizing in collaboration with the Italian company under the name “2night S.p.A.” (hereinafter the Advertising Agency) with registered seat in via Torino 135, 30172 Venezia, Italy, this Contest, called “**Aperol Spritz Skill Contest**”.

This Contest is open to those who are in Krk and Zadar at the time of participation and at the time of use of the prize, are aged 18 years old or over and have full legal capacity.

Employees of the Promoter or the Advertising Agency, and their immediate families (spouses and relatives up to the 2<sup>nd</sup> degree), their agents or anyone professionally connected to this Contest shall not be entitled to enter.

**Participation in this Contest is free of charge and no purchase is necessary. Internet access is required to enter the Contest.**

*Any person entering into or participating in this Contest is deemed to have accepted and to be bound by these terms and conditions.*

**1. Contest period**

Contest is open from 22/07/2024 until 10/08/2024.

More specifically:

- The contest will be open from 21/07/2024 to 02/08/2024 for entries in Zadar;
- The contest will be open from 03/08/2024 to 10/08/2024 for entries in Krk.

Each participation day goes from 08.00 am CEST to 7.30 pm CEST.

**2. CONTEST DESCRIPTION**

Skill based Contest, not subject to the provisions of the Games of Chance Act as per art. 69, par. 3

**3. Entry and participation**

During the Contest period, participants will have to scan the QR code, they will enter the website <https://skillscontest.aperolspritzboat.com/#> and register with their personal details. Once registered, they will have to answer to 3 questions in the shortest time possible.

Only those who have correctly answered to at least 2 questions will receive an entry into the Contest. The submission of participation in the Contest as described above is the sole responsibility of the Participants. The records kept by the Advertising Agency, on behalf of the Organizer, with the details of the Participants will constitute full proof regarding the receipt of any participation in the Contest as well as the validity of its participation.

The submission of the participation of each Participant implies unconditional acceptance of these terms and consent of the participant to the collection and processing of his/her personal data in accordance with these terms.

LIMIT ONE (1) ENTRY PER PERSON/EMAIL ADDRESS.

***The Promoter reserves the right, at any time, to verify the validity of entries and participants, including the participant’s identity, age and place of residence, and to disqualify any participant who breaches these terms and conditions or tampers with the registration process or the Contest.***

**4. WINNERS’ SELECTION**

At the end of each day, at 7.30 pm, a ranking will be created. For each day and for each place (Krk and Zadar), the 2 users that have answered correctly to at least 2 questions in the shortest time possible will be considered winners.

There will be a total of 46 winners for the isle of Krk and 46 winners for Zadar.

In case of a tie, the participant who has entered the Contest first will be considered as winner.

Limits: Max 1 prize per person.

## 5. PRIZES

Each winner will win 1 (one) cruise around the isle of KRK or Zadar of the value of 100 €. Each winner can bring together max. 3 friends.

The cruise will take place the day after the win at 6.00PM (duration approx. 2 hours). The winner has to present himself/herself with their guests at Port of Krk or Zadar at 5.30PM for the check-in. The trip includes the tour of Kirk Island/off Zadar and Aperitif on board.

## 6. WINNERS' NOTIFICATION

Winners will be contacted by WhatsApp by the end of the participation day and will be required to **respond within 10.00 pm CEST of the day of notification with all contact details**, their personal ID number and the details of their friends (max. 3 friends per winner). If an entrant is unable to take the prize or fails to respond with the specified timeframe, the entrant will be disqualified. The Promoter accepts no responsibility in the event that a winner cannot be contacted for any reason.

Winners will then receive communication with the details of the trip in the summary screen once the response has been received and from the boat manager by email.

## 7. PRIZE DELIVERY

Winners and their friends will have to take part to the cruise the day after the win. Further information about hours and meeting point will be given directly to the winners.

In case of non-use of the prize received for reasons outside the control of the Promoter, the prize will in any case be considered awarded. The winner will have nothing more to claim.

- The Promoter does not bear liability for any loss caused by incorrect or inaccurate contact details.
- The Promoter is entitled to choose the delivery method of all prizes at its sole discretion. The Promoter will further not compensate any prize that cannot be redeemed or received by a winner due to customs or other local regulations or that is damaged, delayed or lost by postal, courier or other mail service.
- Each winner is required to independently declare and pay any applicable taxes and charges that a prize gives rise to in the winner's jurisdiction.
- No prize is transferable and no prize may be claimed in cash or changed to another prize or arrangement. However, in the event of unforeseen circumstances or circumstances outside of the Promoter's reasonable control, the Promoter reserves the right to amend, withdraw or substitute a prize for an alternative prize or arrangement.

## 8. LIABILITY

The Organizer and the Advertising Agency shall not be liable if any of the Winners is unable, has refused or has shown indifference or negligence to receive and utilize the Prize or if the contact details he/she has declared are incorrect or if the conditions for participation in the Contest are not met. In such cases, the Winner loses all their rights or claim on the Prize, and the latter remains in the hands of the Organizer and/or the Advertising Agency, which are exempt from any obligation to render them and are entitled to manage the Prize at their sole discretion.

In any case, the Organizer's liability is limited to any acts or omissions committed by deceit or gross negligence and does not extend to force majeure events that may occur in relation to it.

The Organizer shall be solely responsible for the availability of the specific number of Prizes provided for in clause 3 above. If all the Prizes are made available, the Organizer is not liable for the provision of additional gifts, for any reason and cause.

The Organizer is not responsible for any defects in the Prizes and is not subject to or assumes any relevant obligation towards the participants. After the end of the Contest and the distribution of the Prizes as mentioned above, any obligation of the Organizer and /or the advertising Agency in relation to the Contest ceases.

Participation in the Contest presupposes access to the internet by the participants' own technical means. The Organizer will not be liable in the event that, for any technical reason, it is impossible for the participant to receive and register in the Account system. The Organizer and/or the Advertising Agency bear no responsibility whatsoever if for reasons beyond their control or for reasons of force majeure (indicatively, problems or technical malfunctions of telephone networks or lines, online computer systems, servers or providers, computer components, software, failure to send or receive data due to lack of available space or due to technical problems

or congestion on the Internet or on any website or due to a combination of these events, interruption of internet connection, as well as computer virus infection, malicious or illegal actions or third party interventions, fraudulent actions) delay or fail the dispatch of entries made in the context of the Contest.

If it is found that any Entrant is violating or is suspected of attempting to violate the system or software thereof, his participation in the Contest is immediately canceled and the Organiser reserves the right to report the matter to the competent authorities.

The Organiser and/or the Advertising Agency have the right to verify the validity of the entries and to exclude any participant who attempts to interfere illegally in the participation process or whose participation is not in accordance with these terms. In addition, the Organiser and/or the Advertising Company reserve the right to cancel at any time the participation of any Participant in the Contest or to prohibit further participation, at their sole discretion, at any time, even without notice, provided that they consider that their participation is contrary to the provisions of the law or is in bad faith or abusive or contrary to good faith or fair and commercial usage, Croatian law, done in a manner that contravenes the letter and spirit of the Contest, violates or attempts to circumvent in any way its terms.

The Organiser and/or Advertising Agency, in the context of this Contest, may make use of third party services. The Promoter and/or the Advertising Agency shall not be liable for any improper or improper performance of the services to be provided by third parties, for any damage or damage suffered by anyone who makes use of the Prizes or in the provision of services necessarily linked to the above Prizes, nor does it promise or guarantee the performance of the contractual or other obligations of any third party in relation to such Gifts.

It is clarified that the Organiser and/or the Advertising Agency, apart from those expressly mentioned herein, do not cover any other expenses that may be created in the person of the Winner of the Contest upon receipt of the Prizes, but also in the Participants during their participation in the Contest as above.

The Winners must behave throughout the period of utilization of the Prizes in an absolutely decent manner, fully realizing that their behavior in this automatically reflects the Organiser and its products. Any consumption of alcohol in the context of the use of Prizes must be done responsibly.

By participating in the Contest participants are considered to have made a statement of discharge of responsibility of the Organiser and /or the Advertising from any liability including without any limitation of liability for any accident, bodily or other damage.

The Prizes that will be offered in accordance with these terms are provided for the purpose of the notice, excluding the application of the provisions on the liability of the seller or other provisions that establish liability in respect of actual defects, agreed properties, etc., against the Organiser and / or the Advertising Company. In any case, the liability of the Organiser and/or the Advertising Agency shall be limited to any acts or omissions by them due to deception or gross negligence committed and shall not extend to events outside their sphere of influence or events of force majeure that may occur in relation to them.

The Organiser and/or the Advertising Agency shall not be liable criminally or civilly to the Participants for any damage caused to them directly or indirectly by the Contest.

Entrants declare and warrant with their participation in the Contest specifically with regard to the information they fill in the entry form, without infringing any kind of copyright, personal data or personality rights of third parties.

## **9. Privacy**

### Information to be provided pursuant to Article 13 of, Regulation (EU) 679/2016 (the General Data Protection Regulation, GDPR)

Personal data provided voluntarily will be processed, primarily using electronic methods and analysis tools, including for statistical analysis, by PPD Croatia d.o.o. for completion of all stages relating to the prize competition known as "Aperol Spritz Skills Contest". In addition, it will be processed so as to comply with administrative regulations and other general obligations imposed by current Italian law and by EU decisions, and stored for the period of time established by these regulations. It is obligatory to provide the data requested for the aforesaid purposes, and failing to do so will make it impossible to carry out management operations relating to the prize event and to comply with legal requirements.

Additionally, subject to your express consent, your data will be processed by the controller for the purposes of distributing promotional and marketing information (including: sending newsletters, Contests of goods and services, vouchers, surveys and market research). This Contest contact will be made via email.

Storage of data for competition management will be limited to the period required to complete its individual phases and in accordance with the provisions of the relevant legislation. Subsequently, the data will be anonymised to create statistical reports, and all identifying data will be destroyed.

Vice versa, where you have consented to promotional contact (marketing), the data will be stored in our archives for as long as it is considered that there is still an interest in the mass consumer, showed an interest in purchasing, or about which you requested information, following the exercise of your rights to object to processing for marketing purposes. In this case also, once the storage

period has expired the data will be anonymised to produce statistics, and all identifying data will be destroyed by deleting it from our archives.

The data shall be processed by: PPD Croatia d.o.o. and 2night S.p.A., via Torino 135, 30172 Venezia (VE), Italy.

The persons authorised for data processing are sales and marketing personnel, call centre staff, and IT systems and data security personnel.

Pursuant to Articles 15-21 GDPR, by writing to the controller at their postal address or by email [gdpr.office@campari.com](mailto:gdpr.office@campari.com), you may exercise your rights to consultation, modification, erasure and the right to be forgotten, the right to restriction of processing or to object to processing on legitimate grounds or for informational and Contest reasons, including via certain means of contact only (e.g.: email, landline and mobile phone, text message, by post). If not specific, the objection will be extended to all means of contact. Should you revoke your consent, which you may do at any time, it is understood that this shall not prejudice the legality of processing based on consent previously given or alternative mechanisms of consent provided by law. You also have the right to file a complaint with the supervisory authorities to enforce your rights. Again, by writing to the postal address given above or by sending an email to [gdpr.office@campari.com](mailto:gdpr.office@campari.com), you may request a full and updated list of those responsible for data processing.

Lastly, you have the right to data portability, namely to receive your personal data in a structured, commonly used and machine-readable format and the right to transmit that data directly to another independent controller, so that the latter may process it within the limits you have set.

## 10. General

- Information on how to enter forms part of these conditions. By participating, you agree to be bound by these conditions.
- Entry into this Contest constitutes consent by the winners for the Promoter to use their names for publicity purposes. Winners agree to take part in reasonable publicity required by the Promoter.
- The Promoter cannot accept any responsibility for any damage, loss, injury (including indirect or consequential loss) suffered by any entrant entering the Contest or as a result of accepting any prize. However, nothing shall exclude the Promoter's liability for death or personal injury as a result of its negligence.
- The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entry not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to the website.
- The Promoter's decisions regarding any aspect of this Contest is final and no correspondence will be entered into. The Promoter may refuse to award a prize to any person, for any reason.
- The Promoter reserves the right to withdraw, vary, cancel or suspend an element of a prize if, due to circumstances outside of its control, that element is no longer available. The Promoter will not be responsible for, or liable to any winner, if all or part of a prize is not available or must be varied or cancelled for any reason. In the event of unforeseen circumstances the Promoter reserves the right to substitute a prize or an element of the prize for an alternative of equal or greater value.
- The Promoter is not responsible for any third party acts.
- This Contest is subject to all applicable laws and regulations.
- If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- If this Contest 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 Contest, 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 this Contest, as appropriate.
- 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 Contest. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- Participants have no right whatsoever over the trademarks, names, indications, emblems and other insignia of the Organiser or the Advertising Agency or the Company that owns the Aperol brand.

**The present Full Terms and Conditions are available at:** <https://skillscontest.aperolspritzboat.com/#>

**This Contest shall be governed by Croatian law.**