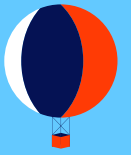


The Big Shout



Win \$10,000 worth of Creative Services for your Winery, Distillery or brewery.

KO STUDIO Winery, Distillery and Brewery Competition: The Big Shout Terms and Conditions

- Information on how to enter and win the prize forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
- The Promotion will be conducted by KO Studio Pty Ltd ABN 89 622 675 521 (**Promoter**) between 9:00am (AEDT) 6 August 2019 and 4:00pm (AEDT) 30 September 2019 (**Promotional Period**).
- Only wineries, distilleries and/or breweries based in the Hunter Region, Australia are eligible for entry into the competition.
- All of the competition details will be outlined on the Promoter's competition web page. To enter, entrants will be directed to a Typeform survey where they will be required to answer 10 questions about their business. The entrant's answers will be a 'pitch' to the Promoter as to why they deserve to win \$10k worth of creative services for their business.
- By entering the competition, the entrant automatically joins the Promoter's mailing list, and agrees to receive ongoing (relevant) marketing material direct from the Promoter.
- Only one (1) entry permitted per person during the Promotional Period. The Promoter will be judging the entries on their responses, in their absolute discretion.
- The Selection Criteria for winning includes:
 - Whether the Promoter believes they can offer value to the entrant's business with \$10K worth of creative services.
 - The way in which the entrant describes their business to the Promoter.
 - Whether the entrant demonstrates their passion for their business.
 - Whether the Promoter believes the parties are compatible during the face-to-face meeting.
- The winner of the 1st Prize (**Winner**) will receive the following creative services from the Promoter (free of charge):
 - 3-hour face-to-face discovery session with winner and relevant team members, with the meeting to occur at the Winner's winery, distillery or brewery.
 - Presentation of three (3) creative campaign recommendations to implement to the value of \$10K with the goal of each campaign recommendation will be to deliver one of the following:
 - improve brand awareness, or
 - promote upcoming event, or
 - promote product launch, or
 - improve social media presence.
- The Winner may select **ONE** of the recommended campaigns to implement and the work will include:
 - Key visuals for campaign implementation (one concept)
 - Timelines for campaign activation,
 - Project management and client liaison,
 - All Final artwork assets,
 - Three (3) rounds of revisions.
- The Winner's Prize includes:
Creative Services from the Promoter: advertising, art direction, graphic design, marketing collateral, brand identity, social media design and project management. This does not include website design and website development.
- Additional costs:** Any and all outside costs including, but not limited to, printing, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to the Winner unless specifically otherwise provided for in the Proposal.
- The 2nd and 3rd Prize Winners (**Shortlist Winners**) will receive the following:
 - Invitation to a 1.5-hour face-to-face meeting for a creative strategy session (meeting to occur at the Shortlist Winner's winery, distillery or brewery).
 - Presentation of three (3) creative campaign recommendations by the Promoter for the Short List Winner to implement and estimated costings for production with the goal of each campaign recommendation will be to deliver one of the following:
 - improve brand awareness, or
 - promote upcoming event, or
 - promote product launch, or
 - improve social media presence.
 - A 20% discount on creative services (as outlined in clause 7(a) of these Terms and Conditions if they decide to implement the recommendation within 30 days of the campaign recommendation delivery by the Promoter to the Shortlist Winner.
- Throughout the Promotional Period, KO Studio will be promoting the competition through the following channels:
 - Promoter's Website (Home and Landing Page)
 - Promoter's eNewsletter
 - Promoter's Social Channels (Instagram, Facebook, LinkedIn)
 - The social channels of creative peers (who have agreed to spread the word to their followers/connections)
 - The social channels and website of influencers/third parties (who have agreed to spread the word to their database), and
 - The eNewsletter of influencers/third parties (who have agreed to spread the word to their database).
- The Winner agrees to provide a written testimonial in relation to the services delivered by the Promoter and provides permission for this to be used publicly for promotional purposes. The Winner agrees to speak publicly in relation to the creative services delivered by the Promoter, if required.

15. Entries not completed in accordance with these Terms and Conditions or received after the closing date will not be considered.
16. The Promoter retains the right to use the completed project, Deliverables and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, on-line posting on its website and portfolio purposes.
17. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation in these situations are reserved.
18. **Prize Draw:** The prize draw will take place at **9:00am, 1 October 2019**. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The Promoter's decision is final and no correspondence will be entered into.
19. The prize winner will be notified by phone and email by a representative of the Promoter. If the prize has not been claimed by the winner by 4:00pm, 2 October 2019, the Promoter will conduct a redraw will be conducted to determine a new winner (**Alternative Winner**). An Alternative Winner has seven (7) days from the day of notification in which to claim their prize or another Alternative Winner will be selected. If an Alternative Winner is not identified, the Promoter may in its absolute discretion retain the Prize.
20. The Prize, or an unused portion of the Prize is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise by the Promoter.
21. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value.
22. In the event that the Winner does not take the prize by the time stipulated by the Promoter in these Terms and Conditions, then that Prize will be forfeited by the winner and cash will not be awarded in lieu of the Prize. In its discretion, the Promoter may offer the Prize to a Shortlist Winner instead.
23. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant.
24. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice (or the representative entrant from the winery or brewery) and the logo and trade marks of the entrant in the event they are a Winner or Shortlist Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products or services distributed and/or supplied by the Promoter. The Winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge.
25. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in South Australia ("Non-Excludable Guarantees")**. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 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 any of the prize/s.
27. The Promoter collects your personal information (PI) for the purposes of assisting with the administration of the promotion and contacting entrants for marketing purposes by phone or email. The Promoter may, for this purpose, disclose such information to third parties, including but not limited to other agents, contractors and prize suppliers. If the Promoter sends PI outside of Australia, they will require that the recipient of the information complies with privacy laws and contractual obligations to maintain the security of the data. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
28. Entrants should direct any complaints, requests to access, update or correct PI to the Promoter. Use and disclosure of information shared with the Promoter as part of this promotion will be handled in accordance with the Promoter's Privacy Policy which can be located at <https://kostudio.com.au/privacy-policy/>. The Privacy Policy also contains information about how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.

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