Please read these Terms and Conditions ("Terms", "T&C") carefully before using the <a href="http://www.boldstags.com">http://www.boldstags.com</a> website, operated by W DIGITAL LTD. ("Wild agency", "us", "we", or "our").

在使用由 W DIGITAL LTD. ("Wild Agency"或"我們")營運的 <a href="http://www.boldstags.com">http://www.boldstags.com</a> 網站之前,請仔細閱讀這些條款及細則("條款"、"T&C")。

### Organisers of the campaign("Organizers"):

活動主辦單位("主辦方"):

Mast-Jägermeister SE – the manufacturer of the Jägermeister liquor and owner of the brand Jägermeister (address: Jägermeisterstrasse 7-15, 38302 Wolfenbüttel, Germany).

Mast-Jägermeister SE — Jägermeister 酒的製造商和 Jägermeister 品牌的 所有者(地址: Jägermeisterstrasse 7-15, 38302 Wolfenbüttel, Germany)。

Telford International – the exclusive distributor of Jagermeister liquor in Hong Kong, responsible for import and sales of the Jagermeister liquor in Hong Kong (address: 2/F, Tower A, Regent Centre, 63 Wo Yi Hop Road, Kwai Chung, N.T. Hong Kong)

匯泉國際 — Jagermeister酒在香港的獨家經銷商, 負責Jagermeister酒在香港的進口和銷售(地址:香港新界葵涌和宜合道63號麗晶中心A座2樓)

W Digital Ltd. (Wild agency) – the contractor responsible for execution of the PR and media campaign (address: Room 308,  $3^{\tiny{rd}}$  Floor, Dominion Centre, 43-59 Queens Road East, Wan Chai, Hong Kong.)

W Digital Ltd.(Wild Agency)— 負責執行公關和媒體活動的承包商(地址:香港灣仔皇后大道東43-59號東美商業中心3樓308室)

# OFFICIAL CONTEST RULES

# 官方活動規則

THE PURCHASE OF ONLY AT LEAST ONE BOTTLE FROM AUTHORISED RETAILERS IS REQUIRED IN ORDER TO PARTICIPATE IN THE GIVEAWAY. ALL HONG KONG SPECIAL ADMINISTRATIVE REGION LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. PARTICIPATION IN THE CONTEST CONSTITUTES YOUR AGREEMENT TO AND ACCEPTANCE OF THE OFFICIAL RULES ("RULES") BELOW.

參加者需要從授權經銷商處購買至少一瓶才能參與是次大放送活動。所有香港特別行政區法律法規均適用。法律禁止的情况無效。參加活動即表示您同意並接受以下主辦方的規則("規則")。

### 1. Eligibility

The Stag NFT Giveaway (www.boldstags.com) is open to individuals who are over the legal drinking age in Hong Kong (at least 18 years of age or older). Employees of Organizers and other companies associated with the promotion of the Giveaway, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. Individuals entering the Giveaway confirm they are not legally prohibited from doing so in their country of residence. The Contest is subject to Hong Kong Special Administrative Region laws and regulations.

# 1. 資格

Stag NFT 大放送 (www.boldstags.com) 歡迎超過香港法定飲酒年齡(18 歲或以上)的人士參加。主辦方的員工和其他參與推廣是次活動的相關公司、以及他們各自的母公司、子公司、附屬公司,廣告和宣傳機構,以及其員工的直系親屬(配偶、父母、兄弟姐妹和子女)和家庭成員皆不能參加。參加者登入前需確認他們在其居住國沒有法律禁止參加這項活動。是次活動受香港特別行政區法律法規約束。

# 2. Agreement to Rules

Participation in the Giveaway constitutes your agreement to and acceptance of these Rules and the decisions of Organizers, which are final and binding. Winning a Reward is contingent upon being and staying compliant with these Rules.

## 2. 同意規則

參與是次活動即表示您同意並接受這些規則。主辦方 將保留最終決定權並受 法律約束。獲獎取決於是否對各項規則的全面遵守及執行。

#### 3. Contest Period

The Contest begins on 00:01 HKT,1 October 2022 and will run until 23:59 HKT, 29 October 2022 (the "Contest Period"). This date may be changed; any changes will be announced on Jägermeister's local Instagram account (https://www.instagram.com/jagermeister\_hk/).

Entries that are submitted before or after the Contest Period will be disqualified.

### 3. 活動期限

活動將於 2022 年 10 月 1 日00:01 HKT開始, 並於2022 年 10 月 29 日23:59 HKT結束("活動期限")。此日期可能會作出更改; 如有任何更改, 將在 Jägermeister 的香港 Instagram 帳戶 (https://www.instagram.com/jagermeister\_hk/) 上公佈。 在"活動期限"之前或之後提交參加項目將被取消資格。

#### 4. How to Enter

In order to be eligible for the Giveaway, all prospective participants must purchase at least one bottle of Jägermeister from an authorised dealer. Upon successful purchase of a Jägermeister bottle, participants may enter the Giveaway as stated below:

- 1. Scan the QR code found on the bottle neck tag of your purchased bottle to access the Giveaway Landing Page.
- 2. Upload the photo of your receipt as prompted on the Landing Page.
- 3. Upon uploading your receipt, answer the question prompt and leave your email address for further communication if selected as one of the winners.

Successful completion of all the aforementioned steps above constitutes one entry.

# 4. 參加方法

所有合資格參與者必須從授權經銷商處購買至少一瓶 Jägermeister才可參加是次大放送活動。成功購買一瓶Jägermeister後,參與者可以按以下步驟參加活動:

1. 掃描您購買Jägermeister瓶頸標籤上的二維碼, 以登入大放送的頁面。

- 2. 根據登陸頁面的指示上傳有關收據照片。
- 3. 上傳您的收據後, 回答問題並提供您的電郵地址以便讓我們進一步聯絡(如果被選為獲獎者)。

成功完成上述所有步驟,即可構成一個參加項目。

#### 5. Rewards

The prizes are NFTs produced by Mast-Jägermeister SE in collaboration with tattoo artist Rolan Hung. All rights on the artworks are property of Mast-Jägermeister.

100 unique minted Stag NFTs are available to be redeemed by participants of the Giveaway.

Prizes are non-transferable and no substitution will be made except as provided at the Organizers sole discretion. Participants waive the right to assert as a cost of winning a prize, any costs associated with claiming or seeking to claim a prize, or using a prize. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s).

### 5. 獎品

獎品是 Mast-Jägermeister SE 與紋身藝術家 Rolan Hung聯手製作的 NFT。 此NFT藝術品的所有權均為 Mast-Jägermeister 所擁有。

得獎者可以兌換 100 個獨一無二 Stag NFT系列中隨機的一個。

獎品不可轉讓,除非主辦方自行決定提供,否則不得進行替換。得獎者需放棄贏得獎品的費用、索取或尋求索取獎品或使用獎品相關的任何費用的權利。每位得獎者需全權負責申報和支付與獎品相關的任何和所有適用的稅款。

#### 6. Winner Notification

This section is only applicable to referring parties that qualify for a Reward.

Winners will be selected in 4 batches on a weekly basis over the span of 4 weeks (25 winners per batch) starting 00:01 HKT, 1 October 2022 until 23:59 HKT, 29 October 2022. W DIGITAL LIMITED, on behalf of Mast-Jägermeister SE, will attempt to notify the potential winners via email within 24 hours of the prize draw.

If you have been selected as one of the winners, you will be notified by email. You will be required to respond to us within five (5) days of the date of notice or attempted notice is sent, in order to claim your Reward. If you cannot be contacted, or you fail to respond appropriately within the required time period, or the Reward is returned as undeliverable, you forfeit your Reward. If you are at least eighteen (18) but are still considered a minor in your jurisdiction of residence, Organizers reserves the right to place the Reward in the name of your parent or legal guardian, who will be required to sign the Declaration of Claim on your behalf and fulfil any other requirements imposed on you set forth herein. Receiving a Reward of any type is contingent upon fulfilling all requirements and compliance with these Rules. In the event that a Reward recipient is disqualified for any reason, Organizers are not obliged to provide an alternate Reward, or extend the Contest Period in any way.

# 6. 得獎通知

本節僅適用於合資格的得獎者。

由2022 年 10 月 1 日00:01 HKT至 2022 年 10 月 29 日23:59 HKT, 得獎者 將於 4 週內每週分批選出(每批 25 名)。W DIGITAL LIMITED將代表 Mast -Jägermeister SE 嘗試在抽獎後24 小時內透過電郵通知合資格得獎者。

如果您被選為得獎者之一,您將收到電郵通知。您需要在發出通知日起五 (5) 天內回覆電郵通知,以便領取獎品。如果無法聯繫您,或您未能在指定時間內做出適當的回覆,或者獎品因無法送達而被退回,您將失去得獎資格。

如果您年滿十八 (18) 歲,但在您居住的司法管轄區仍被視為未成年人,主辦方保留發放獎品給您的父母或法定監護人的權利;他們將被要求代表您簽署索賠聲明,同時必須滿足活動主辦方對您提出的任何其他要求。獲得任何類型的獎品均需要符合主辦方所有要求並遵守一切有關規則。如果得獎者因任何原因被取消資格,主辦方沒有義務提供替代獎品,或以任何方式延長活動期限。

#### 7. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, technical problems, security malfunctions or in the event the Giveaway is unable to run as planned for any other reason, as determined by Organizers in its sole discretion, Organizers may, in its sole discretion, either: (1) suspend the Contest to address the impairment and then resume in a manner that best conforms to the spirit of these Rules; or (2) terminate the Contest and, in the event of termination, no participant shall be eligible for a Reward of any type.

Organizers reserve the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Contest or to be acting in violation of these Rules or in a disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil law, and, should such an attempt be made, Organizers reserves the right to seek damages (including attorneys fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Organizers to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

### 7. 一般條款及細則

如活動的運營、安全或管理因任何原因以任何方式受到損害,包括但不限於欺詐、技術問題、安全故障或其他原因導致大放送活動無法按計劃進行,主辦方將有最終決定權,可以自行決定:(1)暫停活動以解決障礙,然後以最符合本規則的方式繼續活動;(2)終止活動,並且在終止的情況下,任何參與者都沒有資格獲得任何類型的獎項。

若發現有人篡改操作活動運營、違反本規則或以破壞性方式行事,主辦方保留自行決定取消其資格的權利。任何人試圖破壞網站或破壞獎品的合法運作都可能違反刑法和民法。如果發生此類事件,主辦方會保留在法律允許的最大範圍內向該人索取損害賠償(包括律師費)和任何其他補救措施的權利。 若主辦方未能執行規則中的任何條款,並不構成對該條文的放棄。

# 8. Release and Limitations of Liability

By participating in the Contest, you agree to release and hold harmless Organizers, and each of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (together, "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt of a Reward, including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, or wireless service provider; (b) unauthorised human intervention in the Contest; (c) mechanical human, printing or typographical errors; or (d) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest or acceptance, receipt or misuse of any Reward you may receive. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest.

## 8. 責任免除和限制

透過參加是次活動,參加者同意免除主辦方及其各自的母公司、子公司、附屬公司、廣告和宣傳機構、與活動相關的其他公司及其各自的管理人員、董事、員工、股東、代表和代理人(統稱"免責方")因參加活動或領取獎項而引起的任何索賠或訴訟,包括但不限於:(a)與活動相關的任何技術錯誤,包括互聯網服務供應商(ISP)、網絡、伺服器或無線服務提供商的丟失、中斷或無法使用;(b)未經授權的人為干預活動;(c)機械或印刷錯誤;(d)因參加活動、接受或濫用您的任何獎項而直接或間接地(全部或部分)造成人身或財產的任何形式的傷害、死亡、損失或損害。您進一步同意,在任何訴訟中,免責方的責任僅限於參加活動的費用,並且在任何情況下,參加者都無權獲取律師費。免責方也不需對任何不正確或不準確的信息負責,不論是由網站用戶、篡改、黑客攻擊,還是在活動中使用的任何設備或程式引起。

# 9. Privacy & Information Submitted

As a condition of entering the Contest, you give consent for Organizers to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information you provide to Organizers may be used to communicate with you in relation to this Contest or on a Contest Winners list. Information submitted in connection with the Project will be treated in accordance with the Mast-Jägermeister SE's <u>Privacy Policy</u>.

# 9. 隱私保護

作為參加比賽的其中一項條件,參加者同意主辦方獲取並向第三方提供他或她的姓名、地址和其他信息,以管理本次活動並遵守適用的法律、法規和規則。您提供給主辦方的任何信息都可用於與您就本次活動或活動獲勝者名單中聯繫。提交與項目有關的信息將根據 Mast-Jägermeister SE 的隱私政策進行處理。

### 10. Miscellaneous

The invalidity or unenforceability of any provision of these Rules or the prize acceptance documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Organizers' failure to enforce any term of these Rules will not constitute a waiver of that provision. You agree to waive any rights to claim ambiguity of these Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or

inconsistency between disclosures or other statements contained in any Contest-related materials, privacy policy or terms of use on the Site and/or the terms and conditions of the Rules, the Rules shall prevail, govern and control.

### 10. 其他

本規則任何條款或獲獎文件的無效或不可執行,皆不影響任何其他條款的有效性或可執行性。若本規則的任何條款被確定為無效、不可執行或不合法,其他規則將繼續有效並按照其條款進行,尤如該無效或不合法條款未載於本規則內一樣。主辦方未能執行本規則的任何條款並不表示對該條款的放棄。您同意放棄追究本規則含糊不清的權利。規則中的標題僅供參考,不會被視為以任何方式影響文件或其中任何條款的含義或意圖。如任何活動相關材料、隱私政策或網站使用條款和/或本規則的條款中所披露或其他聲明之間存在差異或不一致,則以此規則為準,管轄和控制。

#### 11. Arbitration

These Rules shall be governed by, and construed in accordance with, the laws of Hong Kong Special Administrative Region, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the Hong Kong Special Administrative Region. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any Reward awarded shall be resolved by binding arbitration, without resort to any form of class action, and exclusively by the appropriate court located in Hong Kong Special Administrative Region. Arbitration proceedings shall take place in Hong Kong Special Administrative Region. Each party is responsible for paying its own filing, administrative and arbitrator fees. Judgement on the arbitration award may be entered in any court having jurisdiction thereof.

# 11. 仲裁

本規則受香港特別行政區法律管轄,並按香港特別行政區法律闡釋,不適用於香港特別行政區以外任何地區會導致司法管轄區的法律選擇或法律衝突規則的情況。

除非被禁止,否則您同意由此活動或任何獎項引起或與之相關的任何和所有爭議、索賠和訴訟應通過具有約束力的仲裁解決,不訴諸任何形式的集體訴訟,並且僅由位於香港特別行政區的適當法院處理。仲裁程序應在香港特別行政區進行。每一方都有責任支付自己的申請費、行政費和仲裁費。仲裁裁決可以在任何有管轄權的法院進行。