

**“WIN 1 OF 100 CUSTOM V SNOWBOARDS PLUS 1000 BOMBER HATS”  
PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (as defined below) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Entries into the promotion open on 22/05/2020 and close at 11:59pm AEST on 06/07/2020 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase any V energy drink product from a participating store during the Promotional Period (“**Qualifying Transaction**”). A participating store is any store in Australia that stocks the Promoter’s products and displays material advertising this promotion (“**Participating Store**”). In the event a purchase receipt is not automatically provided to them upon completion of their Qualifying Transaction it is the individual’s responsibility to request one.
6. To enter, individuals must then visit [promotions.V-Energy.com.au](http://promotions.V-Energy.com.au), follow the prompts to the promotion entry page, input the requested details including full name, phone number, valid email address and age, upload their purchase receipt and submit the fully completed entry form during the Promotional Period.
7. Upon submitting their entry individuals will be notified instantly on screen, in writing, whether or not they have won an instant prize. Instant prize winners will be published on [promotions.V-Energy.com.au](http://promotions.V-Energy.com.au) from 08/07/2020.
8. There will be one hundred (100) major prizes and one thousand (1,000) minor prizes available to be won over the course of the Promotional Period. The Promoter will use a computer drawing system to randomly determine winning times during the Promotional Period (each a “**Winning Time**”). The first entry, received on or after each Winning Time, will be the provisional winner of a prize. If any major prize is not won (i.e. there are no entries (or not enough entries) received on or after each Winning Time, the un-won major prize/s will be allocated to the unclaimed prize draw.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of V energy drink products purchased in excess of one (1) in that transaction); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry per person per day is permitted.
10. Entrants must retain their original OR a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must

clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.

11. 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 may 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 from such an offender are reserved.
12. Incomplete or indecipherable entries will be deemed invalid.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
14. All claims for instant win prizes must be received by 5:00pm AEST on 05/10/2020.
15. The Promoter's decision is final and no correspondence will be entered into.
16. Instant win prizes available to be won:
  - Major Prizes: 100 x V Exclusive Design Snowboards (board only; bindings are not included) valued at \$600 each.
  - Minor Prizes: 1,000 x V Bomber Hats valued at \$45 each.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is \$105,000.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
21. A draw for any unclaimed major prizes and any minor prizes that are won, but remain unclaimed, may take place at 12:00 PM (noon) AEDST on 06/10/2020 at Level 1, 534 Church Street, Cremorne, VIC 3121, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at [promotions.V-Energy.com.au](http://promotions.V-Energy.com.au) from 08/10/2020.
22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. 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 but not limited to technical difficulties, unauthorised intervention or

fraud, 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.

24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any minor instant win prizes that are part of the advertised total prize pool and are won, but remain unclaimed, as well as any unclaimed or unwon major prizes will be awarded in the unclaimed prize draw.
27. 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 the States and Territories of 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.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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.
29. As a condition of accepting the prize, winners of a V Exclusive Design Snowboard must 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.
30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [http://www.frucor.com.au/index.php/privacy\\_policy/](http://www.frucor.com.au/index.php/privacy_policy/). In addition to any use that may be outlined in the Promoter's Privacy Policy, 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. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, 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. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

31. The Promoter is Frucor Suntory Australia Pty Ltd (ABN 73 060 091 536) of Level 2, 5 George Street, North Strathfield NSW 2137, Australia, telephone 1800 237 727.

NSW Permit No. LTPS/20/42728 ACT Permit No. TP20/00378 SA Permit No. T20/332