

V ROAD TRIP FUEL VOUCHER AU VIVA ENERGY OILS PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Frucor Suntory Pty Ltd (ABN 73 060 091 536) of 2/5 George Street, North Strathfield NSW Australia 2137, telephone: (02) 8762 0399 (**'Promoter'**).
3. Entry is only open to Australian residents aged 18 years or older.
4. Employees (and their immediate families) of the Promoter 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 1st cousin.
5. The promotion will be run in association with participating VIVA Energy stores. A Participating Store is any store which displays promotional material advertising this promotion during the Promotional Period (**"Participating Store"**).
6. Entries into the promotion open at 12.01am on the 04/04/2024 and close at 11:59pm AEDST on the 01/05/2024 (**"Promotional Period"**) and while stocks last.
7. To be eligible to enter, individuals must, during the Promotional Period:
 - a) purchase any two (2) V 500mL or 250mL products (**"Participating Product"**) from any participating store (**"Qualifying Purchase"**);
 - b) obtain proof of that Qualifying Purchase (for example a receipt);
 - c) scan the QR code on Point of Sale advertising or visit venergywinfuel.com/vivaenergy
 - d) follow the prompts to the promotion entry page, provide the requested details (including their full name, email address and telephone number); and
 - e) upload a copy of their proof of purchase.
8. For the avoidance of doubt, V 500mL & V 250mL multipacks count as one (1) Participating Product.
9. Entrants must retain their proof of purchase.
10. Failure to provide a picture of proof of purchase at the time of entry 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.
11. Multiple entries are permitted, subject to the following:
 - a) only one (1) entry is permitted per Qualifying Purchase;
 - b) each entry must be submitted separately and in accordance with entry requirements set out in cl.7; and
 - c) a maximum of one (1) entries per person per day is permitted.
12. There is one \$250 fuel voucher to be won every day of the Promotion Period (each a **"Prize"**). There are 28 prizes to be won total. Fuel vouchers will be fulfilled via a digital Prezsee Fuel Smart eGift card that will be emailed to the email address provided at point of entry.
13. The Prezsee Fuel Smart eGift card can only be exchanged for individual retailer gift cards online. These individual retailer gift cards can be redeemed in-store or online, dependent on retailer terms and conditions. Please review all applicable retailers' terms and conditions prior to the purchase of any Gift Card.

14. Any ancillary costs associated with redeeming a Prezzy Fuel Smart eGift Card are not included. Any unused balance of a Prezzy Fuel Smart eGift Card will not be awarded as cash. Redemption of a Prezzy Fuel Smart eGift Card is subject to any terms and conditions of the issuer including those specified on the Prezzy Fuel Smart eGift Card.
15. The total prize pool value is up to AUD \$7,000.
16. There will be four (4) Prize draws conducted, as follows:
 - a) Prize draw 1 will take place at 11am AEDST on 11 April 2024. The Prizes will be awarded to the first valid entry randomly drawn for each day by the Promotor between 12.00am 4 April 2024 to 11.59pm 10 April 2024.
 - b) Prize draw 2 will take place at 11am AEDST on 18 April 2024. The Prizes will be awarded to the first valid entry randomly drawn for each day by the Promotor between 12.00am 11 April 2024 to 11.59pm 17 April 2024.
 - c) Prize draw 3 will take place at 11am AEDST on 25 April 2024. The Prizes will be awarded to the first valid entry randomly drawn for each day by the Promotor between 12.00am 18 April 2024 to 11.59pm 24 April 2024.
 - d) Prize draw 4 will take place at 11am AEDST on 2 May 2024. The Prizes will be awarded to the first valid entry randomly drawn for each day by the Promotor between 12.00am 25 April 2024 to 11.59pm 1 May 2024.

The Prize Draws will take place at Raydar 100 College Hill Road Auckland. The Promoter may draw additional entries and record them in the order drawn in the event that an invalid entry or ineligible entrant is drawn.

17. All prize winners will be contacted by email or phone using the details provided at the time of entry within five (5) business days of prize draws.
18. The prize RRP's are correct at the time of printing these Terms and Conditions and all in-store point of sale materials, and the Promoter takes no responsibility for any changes to the RRP stated.
19. Prizes, or any unused portion of a prize, are not transferable, changeable or redeemable for cash.
20. In the event that a prize or any part of a prize becomes unavailable for any reason beyond the Promoter's control, the Promoter reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, for any reason, then the prize (or that element of the prize) will be forfeited, and no compensation will be payable.
22. In the event an invalid or ineligible entry is drawn, or the Promoter is unable to contact a winner within fourteen (14) days of first attempting to notify that winner, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid, and no compensation will be payable.
23. The winners will be published at venergywinfuel.com/vivaenergy from 9th May 2024.
24. A draw for any unclaimed Prizes may take place on 18th June 2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email

within two (2) business days of the unclaimed prize draw and their names will be published on venergywinfuel.com/vivaenergy from 20th June 2024.

25. Acceptance of any prize is deemed consent for the Promoter to use the winner's name, likeness, image and/or voice for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
26. The Promoter's decision is final on all matters and no correspondence will be entered.
27. The Promoter reserves the right to amend, suspend or cancel any aspect of this promotion (including any prize or term) at any time in its sole discretion, subject to any written directions from a relevant regulatory authority.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
30. Quality control errors will not invalidate an otherwise valid prize claim.
31. 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.
32. 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 recover damages or other compensation from such an offence are reserved.
33. Incomplete or indecipherable entries will be deemed invalid.
34. 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.
35. The Promoter's decision is final, and no correspondence will be entered into.
36. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
37. Prizes, or any unused portion of a prize, are not transferable, exchangeable, or redeemable for cash. If the winner cannot accept or take part in the Prize for any reason, the winner will forfeit the Prize, and no compensation will be payable.
38. 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 unclaimed or un won instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
39. 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 prompting any products manufactured, distributed and/or supplied by the Promoter.
40. 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.

41. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
42. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (2010), or any other implied warranties under the Australian Securities and Investments Commission Act 2001 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.
43. 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, unauthorized 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 (g) use of a prize.
44. 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/. 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. Under the Privacy Act 1988, entrants have the right to access and correct any such personal information. Entrants may opt-out, access and request correction of any of the details about them held by the Promoter by sending an email to promos@raydar.co.nz

45. **Authorised under: Permit No's: ACT TP 24/00188; and SA T24/154**