

V x West Coast Eagles Promotion - Terms and Conditions

- 1. Information on how to enter and prizes form part of these terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
- 2. The promotion is only open to Australian residents aged 18 years and over. Employees of Suntory Beverage & Food Australia Pty Ltd (the "**Promoter**"), and their immediate families, as well as the owners, managers, and staff of each Participating Store (as defined below) and their immediate families, are ineligible to enter.
- 3. Entries to the V x West Coast Eagles Promotion ("**Promotion**") open at 12.01am AWST 07/08/2024 and close at 11.59pm AWST 17/09/2024 ("**Promotional Period**").
- 4. The promotion will be run in association with Participating stores. A Participating Store is any store which displays promotional material advertising this promotion during the Promotional Period ("**Participating Store**").
- To enter the promotion, an individual must purchase any two (2) V products ("Qualifying Product") from a Participating Store during the Promotional Period ("Qualifying Transaction"), scan the QR or go to <u>www.v-wcepromos.com</u>, and submit their details via the entry form provided.
- 6. Entries received outside of the Promotional Period will not be entered into the Prize draw.
- 7. Multiple entries are permitted, subject to the following:
 - a) only one entry is permitted per Qualifying Transaction (regardless of the number of Qualifying Products purchased in that transaction);
 - b) each entry must be submitted separately and in accordance with the entry requirements; and
 - c) a maximum of one entry, per person, per day is permitted.
- 8. There are five (5) prizes of a signed West Coast Eagles Guernsey, each with an RRP of \$1,000 AUD to be won.
- 9. The Prize is not transferable, changeable or redeemable for cash.
- 10. In the event that the Prize, or any part of the Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may, in its sole discretion, decide to provide an alternative prize.
- 11. The 5x Prize winners will be determined by way of random Prize draw, which will take place ______ on 18/09/2024 at 11am AWST at the conclusion of the Promotional Period from all valid entries received during the Promotional Period. The Prize winners will be the first entry randomly drawn from all valid entries received by the Participating Store during the Promotional Period. The draw conductors may draw additional reserve entries in case an invalid entry or entrant is drawn.

- 12. In the event that (a) an ineligible entry is drawn (for example if the entrant is not a Australian resident or is not over 18 years and over), or (b) a winner has already been selected to win another prize, or (c) the Promoter is unable to contact a winner within 7 days of the prize draw, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original prize draw. In that case, the original winner will not be entitled to compensation.
- 13. The Prize winner should allow up to 14 days from when their details are confirmed by the Promoter for the delivery of their Prize. If the Prize winner does not redeem their Prize on the specified match date, their Prize will be void and no compensation will be payable.
- 14. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in their sole discretion, to determine the identity of the entrant. The prize winner may be asked to show valid proof of identity at the time of collecting their prize.
- 15. The Promoter's decision is final on all matters and no correspondence will be entered into.
- 16. 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.
- 17. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 18. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
- 19. The Promoter reserves the right to verify the validity of a winner's entry and disqualify any entry or refuse to award a Prize where false or misleading details have been given by an entrant or an entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
- 20. 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.
- 21. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without any claim to compensation from the winners, and the ensuing copyright will rest with the Promoter. Winners agree to make themselves reasonably available for this purpose.
- 22. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any entry to be entered into the promotion due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost, misdirected or incorrectly submitted entries. Incomplete or indecipherable entries will be deemed invalid.
- 23. As a condition of participating in the promotion, each winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which a winner may incur arising out of their participation in the promotion and/or participating in a Prize, howsoever caused.

- 24. 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.
- 25. The Promoter and the Participating Store collect and hold personal information provided by entrants for the purposes of this Promotion and for future promotional purposes. For the purposes of notifying the winner and facilitating redemption of the Prize, the Promoter and the Participating Store may pass the winner's personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from being able to receive a Prize. All personal information provided by entrants will be held by the Promoter and Participating Store. Under the Privacy Act 2020, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to promos@raydar.co.nz.
- 26. The Promoter is Suntory Beverage & Food Australia Pty Ltd (ABN 73 060 091 536) of 2/5 George Street, North Strathfield NSW Australia 2137, telephone: (02) 8762 0399 ('**Promoter**').
- 27. Any questions relating to this promotion should be referred to promos@raydar.co.nz.