

## SUNTORY BOSS COFFEE TRIP TO JAPAN AU VIVA ENERGY 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 1<sup>st</sup> 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 2<sup>nd</sup> of May 2024 and close at 11:59pm AEDST on the 29<sup>th</sup> of May 2024 (**"Promotional Period"**)
7. To be eligible to enter, individuals must, during the Promotional Period:
  - a) purchase any 2 Suntory Boss Coffee Products from any participating store (**'Qualifying Purchase'**);
  - b) obtain proof of that qualifying purchase (for example a receipt);
  - c) scan the QR code on POS or visit [winwithsuntorybosscoffee.com/VIVAenergy](http://winwithsuntorybosscoffee.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. Entrants must retain their proof of purchase.
9. 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.
10. 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 two (2) entries per person per day is permitted.
11. The Prize Draw will take place at Raydar 100 College Hill Road Auckland on the 5<sup>th</sup> of June. 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. The Promoter will draw the Major Prize winner from all valid entries received by the Promoter during the Promotional Period.
12. The first (1) valid entry from the Prize draw will win a trip to Tokyo with a RRP of AUD \$10,258. The trip includes:
  - Return economy airfares for 2 people between the winner's nearest Australian capital city to Tokyo, Japan;

- All airline and airport taxes;
  - One-way private transfer from the airport to the hotel in Tokyo;
  - 6 nights, 4-star accommodation in Tokyo – twin share or double
  - Tokyo by night, food, and drink tour with guide for 2 people
  - AUD\$1000 spending money
13. 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.
  14. The Prize is valid for 12 months from when the Prize winner's name is drawn. Block out periods include all New Zealand/ Australian School & Public Holidays along with all other special event periods. All travel in connection with the Prize must occur before July 2025 (the **Travel Period**). All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. The Prize winner must make all bookings and documentation relating to the Prize through F2T or their agents. All bookings must be submitted by the Prize winner to F2T a minimum of 45 days before the winner's requested departure date.
  15. In the event travel is not possible during the Travel Period due to border closures, travel restrictions, lockdowns or if the Promoters determine, at their discretion, that travel is unsafe, the Prize will be substituted for AUD \$10,258 cash.
  16. Acceptance of the Prize is conditional on acceptance of the terms and conditions of travel as detailed by F2T and the terms and conditions of any supplier, including airline carriers. If the Prize winner cannot accept those terms and conditions for any reason, their Prize will be void and no compensation will be payable.
  17. The Prize winner is responsible for any amendments, fees issued by airlines or suppliers once booking is confirmed and ticketed. The Prize winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and their nominated traveling companions as incurred.
  18. The Prize winner is responsible for organising transport to/from the airport departure/return point. The Prize winner (and any travel companion) must have valid travel insurance for their period of travel.
  19. Prize winner and their travel companion must have valid travel insurance for their period of travel, and may be required to provide a credit card upon checking into their hotel.
  20. The Prize winner and their travel companion are responsible for ensuring they have all necessary passports, visas and other travel documentation that may be required (including any documentation that may be required that relates to attempts to prevent the spread of Covid-19).
  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 winner will be published at [winwithsuntorybosscoffee.com/VIVAenergy](http://winwithsuntorybosscoffee.com/VIVAenergy) from 7<sup>th</sup> June 2024.

24. A draw for any unclaimed Prizes may take place on 17<sup>th</sup> July 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 [winwithsuntorybosscoffee.com/VIVAenergy](http://winwithsuntorybosscoffee.com/VIVAenergy) from 19<sup>th</sup> July 2024.
25. 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.
26. Incomplete or indecipherable entries will be deemed invalid.
27. 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.
28. The Promoter's decision is final, and no correspondence will be entered into.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.

36. 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.
37. 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. 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](mailto:promos@raydar.co.nz).
38. Authorised under: ACT Permit No. TP 24/00099, NSW Authority No. XXXX and SA Permit No. T24/88.