

V VERTIGO EXPERIENCE 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 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 1st July 2024 and close at 11:59pm AWST on the 31st July 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 Energy drink products (**'Qualifying Product'**) from any participating store (**'Qualifying Purchase'**);
 - b) obtain proof of that qualifying purchase (for example a receipt);
 - c) scan the QR code on the point of sale advertising or visit venergyoptusvertigo.com
 - 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 multipacks count as one (1) Qualifying 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 incl.7; and
 - (c) a maximum of one (1) entries per person per day is permitted.

12. There are fifty (50) Major Prize to be won. The Major Prize includes 1 x Double Pass for an Optus Stadium Vertigo Rooftop Experience valued at \$238 each (“**Major Prize**”).
13. The prize RRP's are correct as at the time of drafting these terms and conditions. The Promoter takes no responsibility for any change to the RRP of any prize.
14. The Prize is valid for 3 years (up to June 2027). Block out periods include all concert bump in / bump outs, along with all other special event periods.
15. Prizes are not transferable, changeable or redeemable for cash.
16. In the event that a prize or any part of a prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
17. The prize winners will be determined by way of random draw from all valid entries received by the Promoter during the Promotional Period at 11am (AEST) on 2nd August 2024. The first fifty (50) eligible entries randomly drawn from all entries received during the Promotional Period will win a Major Prize. The Prize Draw will take place at Greeneagle Fulfilment, 5/9 Fitzpatrick Street, Revesby NSW 2212. 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.
18. 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.
19. 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.
20. 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.
21. The winners will be published at venergyoptusvertigo.com from 6th August 2024.
22. A draw for any unclaimed Prizes may take place on 1st November 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 venergyoptusvertigo.com from 5th November 2024.
23. 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.
24. The Promoter's decision is final on all matters and no correspondence will be entered into.
25. 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
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

27. The Promoter reserves the right to verify the validity of the 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
33. 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 any prize, howsoever caused.
34. 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.
35. 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