

V WINTER OF AWESOME CALTEX AND NIGHT 'N DAY 2021 PROMO

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these terms and conditions. Participation in this promotion is deemed acceptance of these terms & conditions.
2. The promotion is open to New Zealand residents aged 18 years and over.
3. 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 first cousin.
4. Entries into the promotion open at 12.01am on 05/07/2021 and close at 11.59pm on 01/08/2021 ("Promotional Period"). Entries received outside of the Promotional Period will not be entered into the Prize draw.
5. To enter, individuals must:
 - (a) purchase any two (2) V Energy drink products ("**Qualifying Products**") in one (1) transaction from a Participating Store; and
 - (b) collect a unique code from counter staff at the time of purchase of the Qualifying Products ("**Qualifying Transaction**"); and
 - (c) text their unique entry code to 8552,during the Promotional Period.
6. A participating store is any Caltex or Night 'n Day store that stocks the Qualifying Products, and displays material advertising this promotion ("**Participating Store**"). In the event that a unique code is not automatically provided to an individual upon completion of their Qualifying Transaction, it is the individual's responsibility to request one from the Participating Store. For the avoidance of doubt, V multipacks count as one (1) Qualifying Product.
7. Standard text charges apply. Text charges are set by each entrant's telecommunications provider, and may be charged in addition to the cost of an entrant's monthly plan.
8. Multiple entries permitted, subject to the following:
 - (a) only one (1) 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; as set out in clauses 5-6;
 - (c) a maximum of one (1) entry per person per day is permitted. Any additional entries submitted by an entrant will be deemed invalid.
9. There are five (5) \$1,000NZD Torpedo7 vouchers (**Prize**) available to be won across all Participating Stores. The total prize pool is \$5,000NZD. A maximum of one (1) Prize may be won by an entrant.

10. The Prizes, or any unused portion of a Prize, are not transferable, changeable or redeemable for cash.
11. 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.
12. The Prize winners will be determined by way of random draw from all valid entries received by the Promoter during the Promotional Period on 4 August 2021. The Prize winners will be the first five (5) entries randomly drawn from all valid entries received by the Promoter during the Promotional Period. The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
13. All Prize winners will be contacted by phone via the phone number provided at the time of entry. The winner will be the registered owner of the phone number provided at the time of entry.
14. In the event that an ineligible entry is drawn, or the Promoter is unable to contact a winner within seven (7) days of first attempting to notify the winner, 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. If a winner cannot accept or take part in the Prize for any reason, that winner's Prize will be void and no compensation will be payable.
15. Prize winners must provide the Promoter with a valid New Zealand residential delivery address within seven (7) days of being contacted by the Promoter. If the Promoter does not receive a winner's valid New Zealand residential delivery address within that period, their prize will be void and no compensation will be payable.
16. Prizes will be delivered to the address nominated by the winner within 31 days of the winner providing the Promoter with a valid New Zealand residential delivery address.
17. The Promoter's decision is final on all matters and no correspondence will be entered into.
18. 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.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
21. 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.
22. 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.

23. 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 winner, and the ensuing copyright will rest with the Promoter. Winners agree to make themselves reasonably available for this purpose.
24. 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.
25. 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.
26. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
27. 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.
28. Except for any liability that cannot be excluded by law, the Promoter 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, including, but not limited to, where attributable to any of the following: (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; (d) any variation in the Prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a Prize.
29. As a condition of accepting the Prize, the winner 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 and holds 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 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. 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.

31. The Promoter is Frucor Suntory New Zealand, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. Any questions relating to this promotion should be referred to promos@raydar.co.nz.
32. This promotion is in no way sponsored, endorsed, administered by, or the responsibility of, Torpedo7 Limited. By entering this promotion, you understand that you are providing your information to the Promoter and its agents, and not to Torpedo7.