

V ENERGY MULTIPACK CHILLY BIN PAK'N'SAVE 2021 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 open to New Zealand residents aged 18 years or over. Employees of the Promoter and any agency involved with this Promotion, and the immediate families of such employees, are not eligible to enter.
3. The V Chilly Bin Promotion ("**Promotion**") commences at _____ [date/time] and closes at _____ [date/time] ("**Promotional Period**").
4. To enter the Promotion, purchase any two (2) V Energy multipacks ("**Qualifying Products**") in one transaction from _____ ("**Participating Store**") ("**Qualifying Purchase**"), enter your details on the relevant entry form, attach your proof of purchase to the entry form, and place the entry form and your proof of purchase into the in-store entry box during the Promotional Period. For the avoidance of doubt, multipacks include 4x 250mL, 6x 330mL and 10x 250mL pack ranges.
5. You may enter the Promotion as many times as you like, provided that each entry is through a separate Qualifying Purchase.
6. There is one (1) prize of a V Can Chilly Bin (RRP NZ\$59) ("**Prize**") to be won from the Participating Store. The Prize is not transferable, changeable or redeemable for cash.
7. 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.
8. The winner will be determined by a random draw, which will take place at the conclusion of the Promotional Period at the Participating Store. The winner will be the first valid entry randomly drawn from all eligible entries received during the Promotional Period at the Participating Store. In the event that an ineligible entry is drawn, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original Prize draw. An entry form that is not accompanied by proof of purchase will be an invalid entry.
9. The winner will be contacted by phone, via the phone number used on the entry form associated with the winning entry. The winner will be the registered owner of the phone number provided on the entry form associated with the winning entry. The Promoter is not responsible in any way for disputes arising as a result of entries being submitted by persons other than the registered owner of the phone number used to complete the winning entry.
10. In the event that the Promoter is unable to contact a winner within seven (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.
11. If a winner cannot accept or take part in the Prize for any reason, their Prize will be void and no compensation will be payable.
12. 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 for any reason, including, but not limited to, entries not

received due to human error. The Promoter and its agents are not responsible for late, lost, misdirected or indecipherable entries.

13. The Promoter's decision is final on all matters and no correspondence will be entered into.
14. 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.
15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. The Prize will be available for collection by the winner at the Participating Store. The winner must collect the Prize by _____ ("**Prize Claim Date**"). Any Prize not collected by the Prize Claim Date will be forfeit, and no compensation shall be payable. In that case, the Promoter reserves the right to select a new winner on the same terms as the original Prize draw.
17. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
18. The Promoter reserves the right to verify the validity of the winner's entry and disqualify an 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.
19. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
20. 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 the Prize, howsoever caused.
21. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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.
22. The Promoter and the Participating Store collect and hold personal information provided by entrants for the purpose of this Promotion and for future promotional purposes. For the purposes of notifying the winner and facilitating redemption of the Prize, the Promoter or the Participating Store may pass an entrant's personal details to the Promoter's agencies and other associated organisations (including Raydar, located at 318 Richmond Road, Grey Lynn, Auckland 1021). Failure to provide requested personal information may disqualify a person from being able to receive a Prize. Under the Privacy Act 2020, entrants have the right to request access to, and correction of, any such personal information. Entrants may request access to, and request correction of, any of the details about them held by the Promoter by sending an email to promos@raydar.co.nz.

23. The promoter is Frucor Suntory New Zealand Limited, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand ("**Promoter**"). For further information call 0800 332 531.