

## V ROAD TRIP Z ENERGY PROMOTION

### 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 and conditions.
2. The promotion is only open to New Zealand residents aged 18 years and over, who are registered members of the Flybuys or Airpoints™ programme.
3. Employees of the Promoter and Z Energy Limited and their immediate families, as well as the owners, managers, and staff of each Participating Store and their immediate families, are ineligible to enter. Employees of Flybuys, Airpoints™ or NZ Loyalty, and their immediate families, are also ineligible to enter. The Promoter reserves the right to request proof of an entrant's eligibility in the event that there is a doubt over his/her eligibility for the promotion
4. This promotion is limited to Z Energy retail stores that have been invited by the Promoter to participate ("**Participating Store**"). A Participating Store is any Z Energy retail store which displays promotional material advertising this promotion during the Promotional Period ("**Participating Store**").
5. Entries into the promotion open at **12.01am** on **26/09/2021** and close at **11.59pm** on **24/10/2021** ("**Promotional Period**").
6. To enter, individuals must purchase any two (2) V 330-350mL Energy drink products ("**Qualifying Products**") in a single transaction from a Participating Store during the Promotional Period and swipe their registered Flybuys card or Airpoints™ card at the time of purchase of the Qualifying Products ("**Qualifying Transaction**").
7. Multiple entries permitted, provided that each entry is through a separate purchase of the Qualifying Products. Only one (1) entry is permitted per Qualifying Transaction per day (regardless of the number of Qualifying Products purchased in that transaction).
8. There is one (1) Major Prize to be won. The Major Prize includes:
  - a. return economy airfares for two (2) from winners nearest New Zealand international airport to Sydney, Australia;
  - b. 5 days compact berth (or similar) camper van hire (drivers must be a minimum 21 years old, with full valid NZ drivers licence); and,
  - c. \$500 AUD spending money("Major Prize") with a combined RRP of \$5,320 NZD.
9. Any additional costs and expenses not listed in the Major Prize description above, including but not limited to spending money, meals, travel insurance and insurance excesses are the responsibility of the Major Prize winner and their travel companions.
10. If the Major Prize winner is under 21 years, they must ensure one of their chosen travel companions (who will drive the rental car) is 21+ years and holds a full New Zealand drivers' licence in order to claim

the Major Prize. If a Major Prize participant under the age of 18 must be accompanied by a parent or guardian.

11. The Major Prize is valid until 30 November 2023, and all travel must occur before that date. Blackout periods apply, and include all New Zealand School holiday dates, Public holiday dates and any other special event periods.
12. All bookings in connection with the Major Prize (including car hire and accommodation) must be made via the Promoter's chosen travel agent. All bookings must be made a minimum of 45 days prior to requested departure dates. The Major Prize winner is responsible for any amendment fees issued by airlines or suppliers once any booking is approved and issued.
13. Redeeming the Major Prize is conditional on the winner and their chosen travel companions accepting any terms and conditions as detailed by the Promoter and any prize provider or Major Prize supplier. All travel is subject to availability, and may be dependent on specific booking classes with airlines or specific room categories with accommodation partners. All airline, rental car and accommodation providers will be selected by the Promoter in its sole discretion
14. There are twenty-five (25) Minor Prizes to be won. The Minor Prize is 24 x cans of V 330mL (RRP \$84 NZD) ("**Minor Prize**"). A maximum of one (1) Minor Prize may be won by an entrant. Winner's may choose their preferred flavour of V 330mL Cans subject to availability.
15. Minor Prizes will be delivered to the address nominated by the winner within 28 days of the winner providing the Promoter with a valid New Zealand residential delivery address.
16. 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.
17. Prizes are not transferable, changeable or redeemable for cash.
18. 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.
19. The prize winners will be determined by way of random draw from all valid entries received by the Promoter during the Promotional Period on **26 October 2022**. The first one (1) eligible entry randomly drawn from all entries received during the Promotional Period will win the Major Prize. The following twenty-five (25) eligible entries randomly drawn from all entries received during the Promotional Period will win a Minor Prize. The Prize draw will take place at Z Energy Head Office ("**Agency**"), which has its registered office at 604 Great South Road, Greenlane, Auckland.
20. Prize winners will be contacted by phone on the phone number listed on the winning Flybuys or Airpoints™ account. The winner will be the person listed as the primary cardholder on the winning Flybuys or Airpoints™ account (regardless of who made the Qualifying Purchase). Neither the Promoter, Z Energy Ltd, NZ Loyalty nor Air New Zealand will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the primary card holder.
21. Entrants are responsible for ensuring the contact details associated with their Flybuys or Airpoints™ account are correct at the time of entry.

22. In the event that (a) an ineligible entry is drawn, (for example if the entrant is not a New Zealand resident and is not 18 years or older), or (b) the winner has already been selected to win another prize, or (c) 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.
23. The Major Prize winner must confirm acceptance of the prize by responding via email or phone within **7 days** of being contacted by the Promoter to redeem the Major Prize. If the Promoter does not receive the winner's confirmed acceptance or a response within that period, the Major Prize will be void and no compensation will be payable.
24. Minor Prize winners must provide the Promoter with a valid New Zealand residential delivery address within **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.
25. 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.
26. The Promoter's decision is final on all matters and no correspondence will be entered into.
27. 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.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
30. 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.
31. 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.
32. 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.
33. 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.

34. 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.
35. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
36. 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.
37. 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.
38. The Promoter and the Agency 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 winners and facilitating redemption of a prize, the Promoter and the Agency may pass winners' personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from entering the promotion or 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](mailto:promos@raydar.co.nz)
39. The Promoter is Frucor Suntory New Zealand Limited, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand. Any questions relating to this promotion should be referred to [promos@raydar.co.nz](mailto:promos@raydar.co.nz).