



## LONG FORM TERMS & CONDITIONS

### 1. The Promotion

The promotion is the Snowboard Promotion 2024 (**Promotion**). The Promotion is a game of chance.

### 2. The Promoter

The promoter of the Promotion is Vantage Fuels Pty Ltd ACN 151 023 040 of 578 City Road, South Melbourne phone: (03) 5441 0600 (**Promoter**).

### 3. Promotion Period

The Promotion will commence on **5 August 2024** AEST and will conclude at 11.59pm AEST on **18 August 2024 (Close Date)** (**Promotion Period**).

### 4. Participating Stores

The Promotion is open at the following of the Promoter's stores:

- (a) Healesville;
- (b) Mansfield;
- (c) Violet Town; and
- (d) Euroa.

The full address for each of the Participating Stores is available [here](#).

### 5. How it works

During the Promotion Period, a customer may enter the draw to win a Prize if they:

- (a) satisfy the Eligibility Criteria;
- (b) satisfy the Entry Requirements; and
- (c) make an Eligible Purchase.

### 6. Eligibility criteria

To enter the Promotion, a person must:

- (a) subject to clause 5(f), be over the age of 18 years;
- (b) be a customer of the Promoter's business; and
- (c) not be an employee of the Promoter; or
- (d) not be any person who is responsible for determining who wins a Prize; or
- (e) not be a person involved in the management of the Promoter (**Eligibility Criteria**).
- (f) A person may enter the promotion if they are under 18 if they obtain consent from their parent or guardian. If a winner is under 18 years of age, the Promoter reserves the right, in its absolute discretion, to award the Prize to the winner's parent or guardian and/ or to require that the parent or

guardian execute such acknowledgment, indemnity and/or release as is reasonably required in the circumstances.

The Promoter may request proof of purchase if a Prize is won by any person who is related, in any way, to any employee of the Promoter.

7. **Eligible purchase**

An eligible purchase is made when a customer purchases:

- (a) any hot drink (coffee/tea/hot chocolate) and a hot jam donut or hot nutella donut; or
- (b) the Promoter's 'Coffee and Hot Jam Donut' deal for \$7 (**Eligible Purchase**).

8. **Entry requirements**

To enter the Promotion, a customer must:

- (a) satisfy the Eligibility Criteria;
- (b) make an Eligible Purchase; and
- (c) write their name and preferred contact number on their receipt for the Eligible Purchase (**Entry Ticket**) and submit it in the entry box provided at the Participating Store (collectively, **Entry Requirements**).

Correct completion of the Entry Requirements means that the customer is eligible to go in the draw to win the Prize.

9. **Winner consents**

If an entrant becomes a winner of the Promotion, they agree to the Promoter (or an agent or employee of the Promoter):

- (a) taking their picture (**Image**);
- (b) their name (first initial and surname) and Image being published by the Promoter on its website ([www.bowserbean.com.au](http://www.bowserbean.com.au)); and
- (c) using their name, likeness, Image and/or voice in any media (including social media) for an unlimited period of time and without remuneration or compensation for the purpose of promoting this Promotion (including the outcome of the Promotion) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

10. **Number of entries**

An entrant may enter the Promotion as many times as they would like provided that the Entry Requirements are satisfied with respect to each entry. **An entrant is not eligible to win more than one Prize.**

11. **The prize**

The prize is listed in the table below (**Prize**):

<b>Prize</b>	<b>Number available</b>
<b>Snowboard (branded Bowser Bean)</b>	1

The Promoter is not liable for any loss, damage or injury suffered as a result of the winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law.

## 12. Prize substitution

- (a) Subject to clause 11(b), the Prize cannot be transferred, substituted or redeemed for cash.
- (b) If any Prize (or any part of a Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of the Prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.
- (c) No bonus prizes are available.

## 13. Promotion draw

- (a) All entries that have been validly made in accordance with these terms and conditions will be entered in the draw to win a Prize.
- (b) On 19 August 2024 (**First Round Draw Date**), the site manager of each Participating Store (or such other person as is nominated by the Promoter) will, by random selection, select an Entry Ticket to be submitted to the final draw round (**First Round Entry Ticket**) from all Entry Tickets submitted at their store. Each First Round Entry Ticket will have a fair and equal chance of being drawn.
- (c) On the First Round Draw Date, the site manager of each Participating Store will send their First Round Entry Ticket to the Promoter's Marketing Manager Store (or such other person as is nominated by the Promoter) by email.
- (d) On 20 August 2024 (**Draw Date**), the Promoter's Marketing Manager Store (or such other person as is nominated by the Promoter) will draw the winner of the Prize by random selection from all First Round Entry Tickets. Each ticket will have a fair and equal chance of being drawn.
- (e) The winner of the Prize will be notified of their win within two (2) business days after the Draw Date on the contact number provided on the Entry Ticket.
- (f) The name (first initial and surname) of the winner of the Prize will be published on the Promoter's website ([www.bowserbean.com.au](http://www.bowserbean.com.au)) for a period of 30 days on and from the Draw Date.

The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate or illegible information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of regulatory authority) modify, cancel, terminate or suspend the Promotion.

## 14. Unclaimed Prizes

- (a) The Promoter will make reasonable efforts to identify and locate the winner of the Prize.
- (b) If the winner of the Prize cannot be contacted within two weeks and one day after the Draw Date, the Promoter may, in its discretion, direct that the Prize be re-drawn (**New Draw Date**). On the New Draw Date, the same random selection process described in paragraph 13 will apply.
- (c) The new Prize winner/s (**New Winner**) will be notified of their win within two (2) days after the New Draw Date and their name will be published on the

Promoter's website ([www.bowserbean.com.au](http://www.bowserbean.com.au)) for a period of 30 days on and from the New Draw Date.

- (d) The Promoter will make reasonable efforts to identify and locate the New Winner.
- (e) If the New Winner cannot be contacted within two weeks and one day after the New Draw Date, the Promoter may, in its discretion, direct that the Prize be forfeited or returned to the supplier.

#### 15. Prize collection

- (a) No costs are prescribed by the Promoter in connection with the collection of the Prize. If any costs are incurred in connection with the collection of the Prize, they will be borne by the winner of the Prize. The Promoter will not post or otherwise arrange delivery of the Prize.
- (b) Unless the Promoter otherwise agrees, the Prize must be collected in person by the winner within 7 days after the Draw Date (**Prize Collection Date**) from the Promoter's store where the entry was made.
- (c) If it is not possible to collect the Prize by the Prize Collection Date on account of any COVID-19 related movement restrictions or otherwise, the winner and the Promoter may agree on a new Prize Collection Date (**Agreed Collection Date**).
- (d) To the extent permitted by law, the Promoter accepts no responsibility for any loss or damage sustained to the Prize after the Prize Collection Date or Agreed Collection Date (as the case may be).
- (e) If the Prize has not been collected by the winner on or before the Prize Collection Date (or the Agreed Collection Date as the case may be), the Prize may, at the discretion of the Promoter, be re-drawn (in the manner and on the terms set out in paragraph 13) or forfeited. The new winner (**New Winner**) will be notified of their win in the manner set out in paragraph 13. The New Winner and the Promoter will agree on a date to collect the Prize (**New Winner Prize Collection Date**).
- (f) If the Prize is not collected by the New Winner on or before the New Winner Prize Collection Date, the Promoter may, in its sole discretion, direct that the relevant Prize be forfeited.

#### 16. Use of information

Each entrant in the Promotion consents to the Promoter using all information provided in the Entry Ticket to contact the entrant about their win and to publishing that information in accordance with these terms and conditions.

#### 17. Terms and conditions binding

By participating in this Promotion, entrants agree to be bound by these terms and conditions.

Entries must comply with these terms and conditions to be valid.

The Promoter's decision in relation to the Promotion is final and no correspondence will be entered into.

#### 18. Disclaimer

The winner should ensure that the Prize is:

- (a) used in accordance with all applicable laws;
- (b) used in accordance with the manufacturer's requirements including directions and instructions (if any); and

- (c) stored in accordance with the manufacturer's directions (if any).

The winner should also ensure that any necessary licences to use the Prize are obtained and maintained.

The Promoter, its employees, directors and agents, are not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with:

- (a) the Prize supplied by the Prize supplier;
- (b) the conduct of the Prize supplier; or
- (c) entry in the Promotion,

except to the extent caused directly by the negligence of the Promoter or its breach of these terms and conditions.

To the extent that it is permitted to do so (and without limiting any other clause in these terms and conditions), the Promoter (including its officers, employees and agents) excludes all liability for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, without limitation:

- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- (b) any theft, unauthorised access or third party interference;
- (c) any entry 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 market value to that stated in these terms and conditions;
- (e) any tax implications; or
- (f) the Prize or use of the Prize,

except to the extent cause directly by the negligence of the Promoter or its breach of these terms and conditions.

## 2. Australian Consumer Law

Entrants have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter.

These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent permitted by law, the Promoter's liability for any loss is limited, at the discretion of the Promoter, to the replacement of the Prize or the supply of equivalent goods to the Prize.

## 3. Privacy

Personal information including entrant's name, telephone number and/ or email will be collected and used for the purpose of conducting this Promotion. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Promotion, or for promotional and marketing purposes (**Purpose**).

By entering this Promotion, the entrant consents to the use of their personal information for the Purpose.

Entrants may access, change or update their personal information by emailing the Promoter on [info@browserbean.com.au](mailto:info@browserbean.com.au) during office hours. A copy of the Promoter's privacy policy is available [here](#). The privacy policy contains information

about how individuals may access or correct personal information or make a privacy related complaint.

4. **Reservation of rights**

- (a) The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Promotion or has breached any of these conditions or engaged in any unlawful or other improper misconduct.
- (b) Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
- (c) If for any reason beyond the reasonable control of the Promoter, this Promotion is not capable of running as planned, the Promoter can, in its sole discretion, determine to take any action that may be available to it, including to cancel, terminate, modify or suspend the Promotion, unless to do so would be prohibited by law.
- (d) The Promoter may amend these terms and conditions, subject to it complying with any requirements from a regulatory authority.