



LONG FORM TERMS & CONDITIONS

1. The Promotion

The promotion is the Lactalis Scratch and Win 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 **7 October 2024** AEST and will conclude at 11.59pm AEST on **6 December 2024** (**Close Date**) (**Promotion Period**).

4. Participating Stores

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

- (a) Ballarat;
- (b) Boort;
- (c) Breakwater;
- (d) Canadian;
- (e) Carlsruhe;
- (f) Castlemaine;
- (g) Charlton;
- (h) Condobolin;
- (i) Deniliquin;
- (j) Eaglehawk;
- (k) Elmore;
- (l) Epsom;
- (m) Euroa;
- (n) Finley;
- (o) Geelong;
- (p) Harcourt;
- (q) Healesville;
- (r) Heathcote;
- (s) Inverleigh;
- (t) Junee;
- (u) Kyabram;
- (v) Kyneton;
- (w) Lismore;
- (x) Mansfield;
- (y) Moama;

- (z) Nyah;
- (aa) Rochester;
- (bb) Seymour;
- (cc) Strathfieldsaye;
- (dd) Wodonga; and
- (ee) Wycheproof (**Participating Stores**).

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 6(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 Ice Break flavoured milk variety (320ml, 500ml, 750ml, 2l);
- (b) any Oak flavoured milk variety (300ml, 500ml, 600ml, 750ml, 2l);
- (c) any Bowser Bean Coffee (auto, barista, bottled iced latte); or
- (d) Bowser Bean's "Breaky Champ Deal" (**Eligible Purchase**).

8. Entry requirements

To enter the Promotion, a customer must:

- (a) satisfy the Eligibility Criteria;
- (b) make an Eligible Purchase; and
- (c) obtain an entry form (**Entry Token**) from the staff member who processed the Eligible Purchase and a copy of the receipt for the Eligible Purchase (collectively, **Entry Requirements**).

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

9. Prizes

The prizes are listed in the table below (**Prize**):

Prize Description	Details of Prize	Number of Prizes Available	Unit Value	Total Prize value
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Instant Win Prize	Ice Break 500mL or Oak 600mL	2536	\$ 2.37	\$6,010.32
	Hot Jam or Hot Nutella Donut	1268	\$ 1.34	\$1,699.12
	Cinnamon Scroll	1268*	\$ 1.21	\$1,534.28
	Dim Sims	1268	\$ 0.41	\$519.88
	Cheeseburger	1268^	\$ 3.48	\$4,412.64
	Medium Coffee	1268	\$ 1.67	\$2,117.56
		Total value of Instant Win Prizes		\$16,294
Major Prize	\$20,000			
		Total value of Major Prizes		\$20,000
		Total Prize pool value		\$46,294

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

10. Instant Win Prizes

To reveal if the customer has won an Instant Win Prize, the customer must scratch the scratch panel on the Entry Token. If the scratch panel reveals that an Instant Win Prize has been won, the customer must provide this part of the Entry Token to the staff member to redeem their Instant Win Prize.

In addition:

- (a) each Instant Win Prize will be distributed as it is redeemed in accordance with paragraph 9;
- (b) if a Participating Store runs out of Entry Tokens during the Promotion Period, a customer will be ineligible to receive an Instant Win Prizes. However, the customer will remain eligible to enter the draw to win the Major Prize. To do this, the customer must clearly write their contact details (name, phone and email) on the receipt for their Eligible Purchase and place the receipt into the entry box at the relevant Participating Store;
- (c) Instant Win Prizes from the advertised prize pool will be distributed during the Promotion unless any of the Instant Win Prizes (being food and drink) are no longer in saleable condition or are otherwise not available for reasons outside the control of the Promoter;
- (d) On and from the Draw Date, all existing claims for Instant Win Prizes and entitlements to claims will be met notwithstanding that the Promotion Period has expired;
- (e) Printing errors or other quality assurance matters outside the control of the participant will not be used as the sole basis for refusing to award an Instant Win Prize;
- (f) Instant Win Prizes marked with an “*” are not available at the Promoter’s Participating Stores located at Castlemaine, Seymour, Lismore, Boort, Carlsruhe, Eaglehawk, Elmore, Harcourt, Heathcote, Nyah and Wycheproof.
- (g) Instant Win Prizes marked with a “^” are not available at the Promoter’s Participating Store located at Castlemaine, Seymoure and Lismore;

- (h) If an entrant wins an Instant Win Prize that is not available at the Participating Store where the Eligible Purchase was made, the entrant may nominate another Instant Win Prize in substitution.

11. Major Prize

To go in the drawer to win the Major Prize, the customer must:

- (a) legibly complete all required fields on the Entry Token;
- (b) attach the receipt for the Eligible Purchase to the completed Entry Token; and
- (c) lodge the receipt and completed Entry Token in the promotion entry box at the Participating Store (**Completed Entries**).

An Instant Win Prize can be redeemed at the same time an Entry Token is submitted for the Major Prize.

In relation to the Major Prize, the cash proceeds will be distributed via electronic funds transfer direct to the winner's nominated bank account in the manner set out in paragraph 15.

12. 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); 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.

13. 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 Major Prize.**

14. Prize substitution

- (a) Subject to clause 14(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.

15. Promotion draw – Major Prize

- (a) The draw date is 19 December 2024 (**Draw Date**).
- (b) All entries that have been validly made in accordance with these terms and conditions will be entered in the draw to win the Major Prize.
- (c) After the Close Date, each Participating Store will send all Completed Entries to the Promoter's Marketing Manager (or such other person as may be nominated by the Promoter from time to time).

- (d) On the Draw Date, the Promoter's Marketing Manager (or such other person as is nominated by the Promoter) will draw the winner of the Prize by random selection from all Completed Entries. 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) for a period of 30 days on and from the Draw Date.
- (g) The winner of the Major Prize agrees to meet with the Promoter at the Participating Store where they entered the Promotion to collect a novelty cheque and take pictures (**Cheque Collection**).
- (h) Unless agreed otherwise by the Promoter, the date of the Cheque Collection must be within 30 days after the Draw Date.
- (i) **The Major Prize (\$20,000) will be transferred to the winner's nominated bank account by electronic funds transfer on the day following the Cheque Collection.**

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.

16. Unclaimed Prizes

- (a) The Promoter will make reasonable efforts to identify and locate the winner of the Prize.
- (b) If the winner of the Major Prize cannot be contacted within two weeks and one day after the Draw Date, the Promoter may, in its discretion, direct that the Major Prize be re-drawn (**New Draw Date**). On the New Draw Date, the same random selection process described in paragraph 15 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) 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.

17. 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.

18. 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.

19. 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.

20. 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 caused 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 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.