

## SUNTORY BOSS COFFEE UBER EATS VOUCHERS AU 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 Australian residents aged 18 years and over.
3. Employees (and their immediate families) of Suntory Beverage & Food Australia Pty. Ltd ("**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. The promotion will be run in association with participating stores displaying the promotional advertising ("**Participating Stores**").
5. The promotion commences on 12.01am on 28th October 2024 and closes at 11.59pm on 6<sup>th</sup> December 2024 ("**Promotional Period**").
6. To enter the promotion, simply, during the relevant Promotional Period, purchase any Suntory BOSS Coffee Product ("**Participating Products**") from a Participating Store, scan the QR or go to [www.suntoryboss-eats.com](http://www.suntoryboss-eats.com) and submit details via the entry form provided.
7. Entries made outside of the promotional period will not be entered into the Prize Draw.
8. Multiple entries permitted, provided that each entry is through a separate qualifying transaction. Only one entry is permitted per qualifying transaction per day (regardless of the number of Participating Products purchased in that transaction).
9. There are a total of forty (40) Prizes available to be won. Each prize consists of an Uber Eats \$250 AUD voucher ("**Prize**"). A maximum of one (1) Prize may be won by an entrant.
10. The total value of the Prize pool is \$10,000 AUD.
11. The Prize is not transferable, redeemable and may not be exchanged.
12. The Prize winners will be determined by way of random selection from all Qualifying Transactions received on each day of the promotion, by the Promoter on 9<sup>th</sup> December 2024. The first eligible entry randomly drawn from all entries received on each day of the promotion will win a Prize. The prize draw will take place at the offices of Greeneagle Fulfilment, 5/9 Fitzpatrick Street, Revesby NSW 2212.
13. 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.

14. In the event that (a) an ineligible entry is drawn (for example if the entrant is not an Australian resident or is not over 18 years and over), or (b) a winner has already been selected to win another prize, or (c) the Promoter is unable to contact a winner within 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. In that case, the original winner will not be entitled to compensation.
15. The winners will be published at [www.suntoryboss-eats.com](http://www.suntoryboss-eats.com) from 16<sup>th</sup> December 2024.
16. A draw for any unclaimed Prizes may take place on 20<sup>th</sup> January 2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within seven (7) business days of the unclaimed prize draw and their names will be published on [www.suntoryboss-eats.com](http://www.suntoryboss-eats.com) from 27<sup>th</sup> January 2025.
17. The Prize winner should allow up to 14 days from when their details are confirmed by the Promoter for the delivery of their Prize. If the Prize winner does not redeem their Prize prior to the voucher expiry date, their Prize will be void and no compensation will be payable.
18. The Prize winner must provide the Promoter with confirmed acceptance of the prize by responding via email or phone within 7 days of being contacted by the Promoter to redeem the Prize. If the Promoter does not receive the winner's confirmed acceptance or a response within that period, the Prize will be void and no compensation will be payable.
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. The Promoter's decision is final on all matters and no correspondence will be entered into.
21. 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.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
23. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
24. The Promoter reserves the right to verify the validity of the 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.

25. 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.
26. 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.
27. 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.
28. 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.
29. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
30. 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 any prize, howsoever caused.
31. 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.
32. The Promoter collect and holds 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)

33. The Promoter is Suntory Beverage & Food Australia Pty. Ltd, (ABN 73 060 091 536), of 2/5 George Street, North Strathfield NSW Australia 2137, telephone: (02) 8762 0399. Any questions relating to this promotion should be referred to [promos@raydar.co.nz](mailto:promos@raydar.co.nz).

#### **PERMITS**

ACT Permit No. TP 24/02026, SA Permit No. T24/1549