

NightOwl Win In Store – 8 X \$250 Cash Vouchers

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Lactalis Australia Pty Ltd (ABN 56 072 928 879) of 35 Boundary Street, South Brisbane Qld 4101, telephone 1800 676 961 ("**Promoter**").
3. Entry is only open to Australian residents.
4. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
5. Employees (and their immediate families) of the Promoter, NightOwl, and/or any 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 1st cousin.
6. The promotion commences at 12.01am AEST on 17/11/2021 and ends at 11:59pm AEDT on 14/12/2021 ("**Promotional Period**").
7. The promotion will run in participating NightOwl Stores which are displaying promotional material ("**Stores**") in Queensland.
8. Each store's promotion is separate to every other store's promotion.
9. Each Store will run the promotion between the dates nominated and advertised by the Store ("**Advertised Promotional Period**").
10. To enter, individuals must complete the following steps during the Store's Advertised Promotional Period:
 - a. purchase any 500ml, 750ml and/or 1.25L bottles of Ice Break (in any flavour) in one transaction from the Store and collect their itemised purchase receipt ("**Qualifying Purchase**"); and
 - b. Scan the QR Code provided on the instore POS, complete the name, phone number, email address, store purchased in and attach their itemised receipt to the QR entry.
11. Purchase receipts must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must comprise a Qualifying Purchase) and the date of purchase (which must be during the Advertised Promotional Period before their entry was submitted). Receipts or entry forms from any other promotion cannot be used for this promotion, and are void if copied, forged, stolen or interfered with. Submitted receipts are the Promoter's property.

12. Entries must be received by the Promoter in the Store during the Advertised Promotional Period. If an entrant returns a Qualifying Purchase or part of a Qualifying Purchase, their entry may be deemed invalid at the Promoter's discretion (unless the product is defective).
13. Incomplete or indecipherable entries will be deemed invalid.
14. Multiple entries are permitted subject to the following:
 - a. Only one (1) entry is permitted per Qualifying Purchase receipt; and
 - b. Each entry must be submitted separately and in accordance with these Terms and Conditions.
15. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. The purchase receipt provided with the entrant's entry must be the entrant's original purchase receipt. If, in the Promoter's opinion, an entrant has shared any receipt with another person, their entries will be invalid and they will lose any right to a prize.
17. 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.
18. There will be a total of 1 winner determined in respect of this promotion per Store.
19. The total prize value is \$2000. There will be 8 x \$250 cash vouchers with 2 winners drawn weekly over 4 weeks. A draw will be held by no later than 24/12/2021. The draw will be conducted by NightOwl on behalf of the promoter.
20. NightOwl Club members receive double entries with the entry data run against the member data before the draw. The first and second valid entry drawn randomly from the entries received during the Advertised Promotional Period will win a prize.
21. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ("**Reserve Entrants**").
22. The individual \$250 prize will be posted to the customer with confirmation of postal address when notified of winning.
23. The winners will be notified by phone within two weeks of the promotion closing.
24. In the event of a prize not being accepted or claimed within 3 months of the Store's draw date ("**Prize Claim Date**") or if, after all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the Prize Claim Date, the winner's entry will be deemed invalid and the Promoter will re-award the relevant prize/s to a Reserve Entrant and/or carry out an unclaimed prize draw at the Store at the time

and date advertised by the Store, being no later than 11/03/2021, to randomly distribute the prize. Any such winner will be informed by phone within two days of determination.

25. Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
26. The Promoter is not responsible for any dispute between an entrant and any person with whom they chose, or choose not to, share the prize.
27. Any failure by an entrant to comply with the conditions imposed by a prize supplier may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier.
28. If an entrant or their entry is deemed by the Promoter to breach these Terms and Conditions, their entry (or at the Promoter's discretion, all of their entries) may be discarded.
29. If a prize, or element of a prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant body, where required.
30. The prizes are not transferable or exchangeable nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST.
31. If any dispute arises between an entrant and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision is final and no correspondence will be entered into.
32. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
33. 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. to modify, suspend, terminate or cancel the promotion as appropriate, subject to the approval of any relevant body, where required.
34. Any cost associated with accessing the promotion is the entrant's responsibility.
35. The Promoter assumes no responsibility for:

- a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise (including if the envelope pick is conducted via Webex);
 - b. any theft, destruction or unauthorised access to, or alteration of such communications;
 - c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the promotion;
 - d. any incorrect or incomplete information which may be communicated in the course of the administering this promotion (whether as a result of one of the foregoing causes or otherwise); or
 - e. any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.
36. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, NightOwl, including their respective officers, employees and agents, exclude 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.
37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, NightOwl, including their respective officers, employees and agents, are not responsible for and exclude 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:
- 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 or prize claim 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 prize value to that stated in these Terms and Conditions; or
 - e. taking and/or use of a prize.
38. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any loss or damage or third party claims in relation to breach of these terms.
39. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner is

under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

40. The Promoter accepts no responsibility for any taxation implications that may arise from winning of a prize. Independent financial advice should be sought.
41. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.Lactalis.com.au/privacy-policy . In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
42. This promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook, Instagram or Twitter. Entrants understand that they are providing their information to the Promoter and not to any social media platform. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to any social media platform. Any social media platform will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.