



## Terms and Conditions – Allen’s Halloween 2020 Promotion

### 1. The promotion

The promotion is the Allen’s Halloween 2020 Promotion (**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 7 Woodlands Court, Bendigo East, Victoria, phone: (03) 5441 0600 (**Promoter**).

### 3. Promotion Period

The Promotion will commence on **19 October 2020** and will conclude at 11.59pm AEST on 30 November 2020 (**Promotion Period**).

### 4. How it works

During the Promotion Period, a customer is eligible to enter the draw to win the Prize if they satisfy:

- (a) the Eligibility Criteria; and
- (b) the Entry Requirements,

### 5. Eligibility criteria

To enter the Promotion, a person must:

- (a) be over the age of 18 (entrants under 18 must obtain consent from their parent or guardian to enter. If a winner is under 18 years of age, then the Promoter reserves the right in its absolute discretion to award the Prize to the winner’s parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as is reasonably required in the circumstances);
- (b) be a customer of the Promoter’s business;
- (c) not be an employee of the Promoter or involved in its management; and
- (d) not be any person who is responsible for determining who wins a Prize (**Eligibility Criteria**).

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.

### 6. Entry requirements

To enter the Promotion, a customer must:

- (a) make an Eligible Purchase;
- (b) write their name and phone number on their receipt (**Entry Form**); and
- (c) deposit the Entry Form in the entry box provided at the Promoter’s Participating Store (collectively, **Entry Requirements**).

Correct completion of the Entry Requirements entitles the customer to enter the draw to win the Prize.

**7. Eligible purchase**

An eligible purchase is made when a customer purchases any two Allen’s “medium size” (170gms – 200gms) lolly bag varieties from any of the Promoter’s Participating Stores (**Eligible Purchase**).

**8. 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 and Image being published by the Promoter on its website ([www.bowserbean.com.au](http://www.bowserbean.com.au) or [www.vantagefuels.com.au](http://www.vantagefuels.com.au));
- (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 any outcome) and/or promoting the Promoter’s business.

**9. Number of entries**

An entrant may enter the Promotion as many times as they would like provided that the Eligibility Criteria and Entry Requirements are satisfied with respect to each entry.

**10. The prizes**

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

<b>Prize</b>	<b>Number available</b>	<b>Recommended retail price</b>	<b>Total Prize pool value</b>
X-box One S	1	\$349	\$349

The Prizes are subject to the terms and conditions of the supplier of the Prizes.

**11. Prize substitution**

- (a) Subject to clause 11(b), the Prizes cannot be transferred, substituted or redeemed for cash.
- (b) In the event that the Prize becomes unavailable for reasons beyond the Promoter’s control, the Promoter may substitute the Prize with a prize of equal value subject to any contrary direction from a regulatory authority.

**12. Prize draw date**

The Winner of the Prizes will be drawn on **14 December 2020 (Draw Date)**.

**13. Promotion draw**

- (a) All entries that have been validly made in accordance with the Entry Requirements will be entered in the draw to win the Prize.
- (b) On the Draw Date, the winner of the Prize will be selected by random selection from all valid entries. The Prize will be drawn by the Promoter’s Marketing Manager or their delegate.
- (c) The name of the winner of the Prize will be published on the Promoter’s website ([www.vantagefuels.com.au](http://www.vantagefuels.com.au) and [www.bowserbean.com.au](http://www.bowserbean.com.au)) for a period of 30 days on and from the Draw Date.
- (d) The winner of the Prize will be notified of their win within two (2) days after the Draw Date on the contact number provided in the Entry Form.

The Promoter assumes no responsibility for any failure to receive an entry or for any inaccurate, or illegible information.

**14. Unclaimed Prizes**

- (a) The Promoter will make reasonable efforts to identify and locate the winner of the Prize.
- (b) If the winner cannot be contacted within 3 months and 1 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 (**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.vantagefuels.com.au](http://www.vantagefuels.com.au) and [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 3 months and 1 day after the New Draw Date, the Promoter may, in its discretion, direct that the Prize be donated to a charitable organisation of its choosing.

**15. Prize collection**

- (a) Any costs involved incurred in connection with the collection of the Prize, will be borne by the winner of the Prize.
- (b) Unless the Promoter otherwise agrees, the Prize must be collected in person by the winner on or before **23 December 2020 (Prize Collection Date)** from the Promoter's store where the Entry Form was deposited.
- (c) If it is not possible to collect the Prize by the Prize Collection Date on account of any COVID-19 related movement restrictions, 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). 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, donate the Prize to a charitable organisation of its choosing.

**16. Use of information**

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

**17. Participating Stores**

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

- (a) Ballarat;
- (b) Breakwater;
- (c) Castlemaine;
- (d) Condobolin;
- (e) Deniliquin;
- (f) Epsom;
- (g) Euroa;
- (h) Geelong;
- (i) Healesville;
- (j) Horsham;
- (k) Kyabram;
- (l) Kilmore;
- (m) Kyneton;
- (n) Mansfield;
- (o) Moama;
- (p) Seymour;
- (q) Strathfieldsaye;
- (r) Wodonga; and
- (s) White Hills (**Participating Stores**).

The full address for each of the Participating Stores is located on the Promoter's website.

**18. Terms and conditions binding**

By participating in the 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.

**19. Disclaimer**

The winner should ensure that the Prize is:

- (a) used in accordance with all applicable laws;
- (b) used in accordance with the supplier's directions and instructions; and
- (c) stored in accordance with the supplier's directions.

The winner should also ensure that any necessary licences or permits are obtained and maintained.

The Promoter accepts no responsibility for the use of the Prize after it has been collected.

Without limiting the foregoing (and to the extent permitted by law), the Promoter (including its employees, directors and agents) is not responsible or liable for any loss, damage or injury suffered by the winner arising from, or in connection with:

- (d) the Prize supplied by the prize supplier;
- (e) the conduct of the prize supplier;
- (f) entry in the Promotion.

**20. Australian Consumer Law**

A winner has 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 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 whether arising in tort (including without limitation negligence), contract or otherwise 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 Competition, 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 Prizes or use of the Prizes.

To the extent permitted by law, 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.

## **21. 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 (including for direct marketing) (**Purpose**).

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

## **22. 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 amend these terms and conditions, subject to it complying with any requirements from a regulatory authority.