



Terms and Conditions – Valentine’s Day 2021 Promotion

1. The promotion

The promotion is the Bowser Bean Valentine’s Day Promotion 2021 (**Promotion**). The Promotion is a game of skill.

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 **5 February 2021** and will conclude at 11.59pm AEST on **14 December 2021 (Promotion Period)**.

4. Eligibility criteria

To enter the Promotion, a person must:

- (a) be over the age of 18 (unless parental consent is obtained (see below));
- (b) not be an employee of the Promoter; or
- (c) not be any person who is responsible for determining who wins a Prize; or
- (d) not be a person involved in the management of the Promoter (**Eligibility Criteria**).

Entrants under 18 must obtain consent from their parent or guardian to enter the Promotion. 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/or release as 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.

5. Entry requirements

To enter the Promotion, a customer must:

- (a) ‘like’ bowserbeancafe on Facebook OR ‘follow’ @bowserbeancafe on Instagram; and
- (b) upload to your Facebook or Instagram account an image of **what you love more than coffee (Entry Image)** and tag @bowserbeancafe in your post (collectively, **Entry Requirements**).

An Entry Image will be ineligible to win a Prize if it is deemed by the Promoter to be rude, inappropriate, offensive or contrary to the Promoter’s public image.

6. Judging the winner

- (a) All Entry Images that meet the Entry Requirements will be eligible to be judged for a Prize.

- (b) The winner of each Prize will be selected by Promoter’s Marketing Manager based on the Entry Image’s creativity, skill and originality of response.

7. Entrant consents – publication of Entry Image

All entrants consent to their Entry Image being published by the Promoter on its website, in any social media account operated by the Promoter and in any other promotional material produced by the Promoter for an unlimited period of time and without remuneration of any kind.

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) contacting them privately via the social media platform used by the entrant to update the Entry Image to notify the entrant of their win; and
- (b) taking their picture (**Image**);
- (c) their name (first initial and surname) being published on the Promoter’s website;
- (d) using their name, likeness, Image, Entry 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 any products manufactured, distributed and/or supplied by the Promoter.

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. **However, an entrant is not eligible to win more than one Prize.**

10. The prizes

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

Prize	Number available	Recommended retail price	Total
14 free coffee cards (each coffee max value \$5.45)	5	\$381.50	\$381.50
			TOTAL: \$381.50

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

11. Prize substitution

- (a) Subject to clause 11(b), the Prizes cannot be transferred, substituted or redeemed for cash.
- (b) In the event that 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.

12. Prize draw date

The Winner of the Prizes will be judged on **15 February 2021 (Announcement Date)**.

13. Promotion draw

- (a) The name (first initial and surname) of the winner of each Prize will be published on the Promoter's website (www.bowserbean.com.au) for a period of 30 days on and from the Announcement Date.
- (b) The winners of the Prizes will be notified of their win within two (2) days after the Announcement Date privately via the social media platform used by the entrant to upload their Entry Image.
- (c) A Prize will be re-judged if the same entrant has already won a Prize.

The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate 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 Prizes.
- (b) If any winner of a Prize cannot be contacted within 3 months and 1 day after the Announcement Date, the Promoter may, in its discretion, direct that the relevant Prize be cancelled, re-judged (following the requirements in these Terms and Conditions) or donated to a charitable organisation of its choosing.

15. Prize collection

- (a) Any costs 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 10 March 2021 (**Prize Collection Date**) from the Promoter's Participating Store located closest to the entrant's usual address.
- (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-selected (in the manner set out in these terms and conditions). 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. Participating Stores

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

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

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

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 used in accordance with all applicable laws.

To the extent permitted by law, the Promoter, its employees, directors and agents, is 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.

19. Australian Consumer Law

The winners 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 that it is permitted to do so (and without limiting any other provision 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 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 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.

20. Privacy

Personal information including entrant's name and social media account details 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 the Promotion, the entrant consents to the use of their personal information for the Purpose.

21. 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 conduct.
- (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.