Terms and Conditions – Mansfield Retro Ice Break Fridge Promotion

LONG FORM TERMS & CONDITIONS

1. The promotion

The promotion is the Mansfield Retro Ice Break Fridge 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 1 October 2021 AEST and will conclude at 11.59pm AEST on **30 November 2021** (**Close Date**) (**Promotion Period**).

4. How it works

During the Promotion Period, a customer may enter the draw to win a Prize if they:

(a) make an Eligible Purchase;
(b) satisfy the Eligibility Criteria; and
(c) satisfy the Entry Requirements.

5. Eligible purchase

An eligible purchase is made when a customer purchases any two (2) Ice Break products from the Promoter's Participating Store (**Eligible Purchase**).

6. Eligibility criteria

To enter the Promotion, a person must:

(a) be over the age of 18 (subject to clause 6(f));
(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 under the age of 18 may enter the Promotion if parental consent is obtained. 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/ or 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.

7. Entry requirements

To enter the Promotion, a customer must:

(a) make an Eligible Purchase;

(b) clearly write their name and phone number on the back of the receipt that was issued by the Promoter in relation to the Eligible Purchase (**Entry Form**); and

(c) deposit the Entry Form into the competition entry box located at the Participating Stores (collectively, **Entry Requirements**).

Correct completion of the Entry Requirements means that the customer is eligible to go in the draw to win the Prize (provided that the Eligibility Criteria has been satisfied).

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);

(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.

9. Number of entries

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

10. The prize

The prize is listed in the table below (**Prize**):

Prize	Number available	Prize details
Retro Ice Break Fridge	1	HEIGHT 1420MM WIDTH 830MM DEPTH 500MM VOLUME 75 LITRES LOCK NO LIGHTS NO DOOR SWING RIGHT HAND ONLY BRANDING ICE BREAK LIGHTBOX NOT REMOVABLE SHELVES 2

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

11. Prize substitution

(a) Subject to clause 11(b), the Prize cannot be transferred, exchanged, 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 the Prize (or the relevant part of the Prize) with a similar 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 Prize will be drawn on **13 December 2021** (**Draw Date**).

13. Promotion draw

(a) All entries that have been validly made in accordance with these terms and conditions will be entered in the draw to win a Prize.

(b) After the Close Date, all entries to the Promotion will be sent to the Promoter's office located at 578 City Road, South Melbourne, Victoria.

(c) On the Draw Date, the Marketing Manager of the Promoter (or such other person as is nominated by the Promoter) will select the winner of the Prize by random selection from all entries to the Promotion. Each valid entry will have a fair and equal chance of being drawn.

(d) The name of the winner of the Prize (first initial of first name and surname) will be published on the Promoter's website (www.bowserbean.com.au) for a period of 30 days on and from the Draw Date.

(e) The winner of the Prize will be notified of their win within two (2) days after the Draw Date on the contact number added to the Entry Form.

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.

14. Unclaimed Prizes

(a) The Promoter will make reasonable efforts to identify and locate the winner of the Prize.

(b) If the winner of the Prize 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/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 3 months and 1 day after the New Draw Date, the Promoter may, in its discretion, direct that the Prize be returned to the supplier.

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 within 7 days after the Draw Date (**Prize Collection Date**) from the Promoter's Participating Store.

(c) If it is not possible to collect the Prize by the Prize Collection Date on account of any COVID-19 related movement restrictions or otherwise, 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, direct that the Prize returned to the supplier.

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 Promoter's Mansfield store located at 145 Mt Buller Road, Mansfield, Victoria 3722.

18. 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.

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 (if any); and

(c) stored in accordance with the supplier's directions (if any).

The winner should also ensure that any necessary licences to use the Prize are obtained and maintained.

The Promoter accepts no responsibility for the use of the Prize after it has been collected. Without limiting the foregoing, 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.

20. Australian Consumer Law

The 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 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 (**Purpose**).
By entering this Promotion, the entrant consents to the use of their personal information for the Purpose.
Eligible entrants may access, change or update their personal information by emailing the Promoter on info@bowserbean.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.

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.