



Terms and Conditions – World Wish Day Promotion 2023

LONG FORM TERMS & CONDITIONS

1. The promotion

The promotion is the World Wish Day Promotion 2024 (**Promotion**).

The Promotion comprises:

- (a) a raffle (**Raffle**); and
- (b) a coffee donation program (**Coffee Donation Program**).

2. The Promoter

The promoter of the Promotion is Vantage Fuels Pty Ltd ACN 151 023 040 of 578 City Road, South Melbourne, Victoria phone: (03) 5441 0600 (**Promoter**).

3. Promotion Period

The component parts of the Promotion will operate at the times specified below (collectively, **Promotion Period**):

Promotion Type	Promotion Period
Raffle	23 April 2024 to 11.59pm on 29 April 2024
Coffee Donation Program	29 April 2023

4. Raffle

The following terms and conditions apply to the Raffle component of the Promotion:

4.1 How it works

Tickets for the raffle will be sold at the Promoter's Participating Stores during the Promotion Period for the Raffle.

The cost of the raffle tickets is \$2.0 each or 3 tickets for \$5.0.

For the raffle ticket to be validly entered in the Raffle, the entrant must write their name and contact number in a legible manner on the raffle ticket.

4.2 Prizes:

The Raffle prizes (**Prizes**) are:

Description	Number available	Approximate Value	Prize description
Cadbury 10kg Dairy Milk Block	1	\$210	First Prize
Bowser Bean Bundle: \$50 Voucher; 1kg Beans (\$30.50 cost); Beanie (\$8.60 cost); Stubby Holder (\$3.25 cost); Kombi Model (\$6 cost)	1	\$100	Second Prize
Pacific Optics Charging Pack: WNT Lighting cable, WNT USB-	1	\$120	Third Prize

C Cable, WNT 36w Car Charger, and WNT 5000 LED Powerbank			
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4.3 Gift card prize conditions

The following terms and conditions apply to the Bowser Bean Food and Coffee Voucher (**Gift Card**):

- (a) the Gift Card expires and cannot be redeemed after the expiry date marked on the gift card (**Expiry Date**);
- (b) the Gift Card cannot be exchanged or redeemed for cash;
- (c) any unused value remaining on the Gift Card on the Expiry Date is forfeited and cannot be exchanged or redeemed for cash; and
- (d) the Gift Card can be used to purchase food, drink and shop items from the Promoters store only (and, for the avoidance of doubt, cannot be used to purchase fuel or tobacco products).

4.4 Prize substitution

- (a) Subject to clause 4.2(b), the Prize 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.

4.5 Raffle Prize draw date

The winner of the Prizes will be drawn by the Promoter's marketing team on **6 May 2024 (Draw Date)** in the manner set out in paragraph 4.6.

4.6 Raffle draw

-Raffle tickets may NOT have a fair and equal chance of winning-

The following draw process applies:

- (a) All Raffle entries that have been validly made in accordance with these terms and conditions will be entered in the draw to win a Prize.
- (b) On 2 May 2023, Promoter's Marketing Manager (or such other person appointed by the Promoter) will draw three winning stores from the Participating Stores and:
 - (i) the manager of first Participating Store that is selected under clause 4.6(a) will select the winner of the first prize by random selection of all entries submitted at their Participating Store;
 - (ii) the manager of second Participating Store that is selected under clause 4.6(a) will select the winner of the second prize by random selection of all entries submitted at their Participating Store; and
 - (iii) the manager of third Participating Store that is selected under clause 4.6(a) will select the winner of the third prize by random selection of all entries submitted at their Participating Store.
- (c) The winner of the Prize will be notified of their win within seven (7) business days after the Draw Date (**Announcement Date**).
- (d) The name (first initial and surname) of the winner of the 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.

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.

4.7 Unclaimed Prizes

- (a) The Promoter will make reasonable efforts to identify and locate the winner of the Prize.
- (b) If the New Winner cannot be contacted within 7 days after the New Draw Date, the Promoter may, in its discretion, direct that the Prize be forfeited.

4.8 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 14 days after the Draw Date (**Prize Collection Date**) from the Promoter's store where the raffle ticket was sold.
- (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 Promoter may, in its sole discretion, direct that the relevant Prize be forfeited.

5. Coffee Donation Program

On 29 April 2024, the Promoter will donate \$1 from each coffee sold from any of the Promoter's Participating Stores to Make-A-Wish Australia (**Donation**). The amount of the Donation will be determined by the Promoters Financial Controller based on reports generated by the Promoter's point of sale system.

6. 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 (first initial and surname) 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.

7. Use of information

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

8. **Participating Stores**

The Promotion is open at all stores operated by the Promoter (Participating Stores). The full address for each of the Participating Stores is located on the Promoter's [here](#)

9. **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.

10. **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.

To the extent permitted by law, 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, 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.

11. **Australian Consumer Law**

Entrants 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 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.

12. **Limitation of liability**

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 Promotion,

including, without limitation (except any loss caused by the negligence of the Promoter or is breach of these terms and conditions):

- (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 Prize or use of the Prize.

13. 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.

Entrants may access, change or update their personal information by emailing the Promoter on info@browserbean.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.

14. 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 may amend these terms and conditions, subject to it complying with any requirements from a regulatory authority.