

ICE BREAK Bowser Bean - Win In Store Promotion
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 Level 5, 100 Melbourne 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 and 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 12.00am AEDT on 07/02/2026 and ends at 11:59pm AEDT on 06/03/2026 ("**Promotional Period**").
7. The promotion will run in participating stores (excluding online stores) which are displaying promotional material ("**Stores**").
8. To enter, an entrant must complete the following steps during the Promotional Period:
 - a. purchase any Ice Break product in one transaction from the relevant Store ("**Qualifying Purchase**"); and
 - b. request a receipt from staff member and clearly write their first name, last name and a contact number on the back of the receipt, and then place their completed receipt in the entry box at the Store. It is the responsibility of an entrant to request for a receipt to enter.
9. Receipts must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must comprise a Qualifying Purchase) and the date of the Qualifying Purchase (which must be during the Promotional Period). Entry forms associated with another promotion cannot be used for this promotion, and are void if copied, forged, stolen or interfered with. Submitted receipts are the Promoter's property.
10. The receipt used as the entrant's entry must be the entrant's original receipt. If, in the Promoter's opinion, an entrant has used a receipt that belongs to another person, the entry will be deemed invalid and the entrant will forfeit any right to a prize.
11. Entries must be received by the Promoter during the 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).
12. All entries are subject to review by the Promoter for compliance with these Terms and Conditions. Entries must not contain prohibited or inappropriate content. Any entrant that submits such content will not be eligible to win.
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; 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. 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.
17. The Promoter's decision is final and no correspondence will be entered into.
18. There will be one (1) winner.
19. Stores will submit entries to Vantage Fuels Head Office by 31/03/2026. The draw will be held at Vantage Fuels Head Office at 10:00AM AEST on 01/04/2026.
20. The first valid entry drawn will win the prize.
21. The Promoter may draw additional reserve entries and record them in order, in case of an invalid entry or a prize being unclaimed.
22. The prize per Store is a loyalty card entitling the winner to redeem one (1) 500mL Ice Break beverage per calendar day for a period of 12 months, commencing from 01/05/2026 and ending on 30/04/2027, subject to availability. Redemption is limited to one (1) 500mL Ice Break per day and must be made in person at participating Stores (available at <https://www.bowserbean.com.au/locations/>). The loyalty card must be presented at the time of redemption. Each redemption will be recorded via a stamp on the card. Lost or stolen cards will not be replaced.
23. The total prize pool is valued at \$1,843.25 including GST.
24. The winner will be notified by phone within seven (7) business days of the draw.
25. The winner must nominate a Store to collect their prize or make their own alternative delivery arrangements (at the winner's cost).
26. In the event of a prize not being claimed by one (1) month after a Store's draw date ("**Prize Claim Date**") or if, after reasonable attempts, the Promoter cannot get into contact with the winner by the Prize Claim Date, the winner's entry will be deemed invalid and the winner's prize will be forfeited and the Promoter reserves the right to distribute the prize to the next valid entry or carry out an unclaimed prize draw at the Store at a time and date advertised by the Store (which must be no later than 01/05/2026). Any such winner will be notified by phone within seven (7) business days of determination.
27. Entrants agree they are fully responsible for any information or materials they submit via the promotion (**Content**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. Entrants warrant and agree that they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem defamatory, obscene, derogatory,

pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable. The Promoter may in its absolute discretion disqualify an entrant for breaching this warranty.

28. The Promoter is not responsible for any dispute between an entrant and any person with whom they choose, or choose not to, share the prize.
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 and cannot be taken as cash. The prize values are correct as at the date of preparing these Terms and Conditions.
31. 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.
32. 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 a pandemic, a government directive, 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.
33. Any cost associated with accessing the promotion is the entrant's responsibility.
34. 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;
 - 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
35. 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 *Australian Securities and Investments Commission Act 2001* (Cth) 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 (including its respective officers, employees and agents) excludes 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.

36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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.
37. 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.
38. 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.
39. The Promoter accepts no responsibility for any taxation implications that may arise from winning of a prize. Independent financial advice should be sought.
40. 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 <https://lactalis.com.au/wp-content/uploads/2024/05/Privacy-Policy-Lactalis-April-2024.pdf>. 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. The Promoter may disclose PI to an overseas service provider, for example a cloud data centre or a customer information call centre. The Promoter may also disclose PI to our parent companies in: France; Italy; and other European countries.