

## Energizer Lights Father's Day 2023 Activation: Terms and Conditions

1. These Terms and Conditions (**Terms**) are between you and Energizer Australia Pty Ltd (ACN 003 539 026) with its registered office at Level 2, 11 Murray Rose Avenue, Sydney Olympic Park, NSW, 2127 (the **Promoter**), and govern the Energizer Lights Father's Day 2023 Activation trade promotion (**Promotion**).
2. These Terms supersede any previous communications in relation to the Promotion, including online and in advertising.
3. By participating in the Promotion, all entrants are deemed to have accepted the Terms and will be bound by these Terms. Entrants are advised to retain a copy of these Terms for their reference.

### Game of chance

4. For the avoidance of doubt, the Promotion is a game of chance. Skill is not assessed or required to determine prize winners of the Promotion.

### Eligibility

5. This Promotion is open to all residents of Australia aged 18 or over, excluding employees of the Promoter and The Trustee for Elastic Studios Business Trust trading as Elastic Creative (ABN 28 741 383 210) of 23 Chuter Street, McMahon's Point, NSW 2060 (the **Administrator**), its affiliates or agents, the immediate families of such employees and any other person connected with this Promotion. The Promoter and Administrator are not responsible for any underage entries.
6. Purchase is necessary and internet access is required. Entrants may be required to upload their receipt or provide it to the Promoter on request as proof of purchase.

### Promotion Period

7. The Promotion is open from 00.01 AEST on Sunday, 20 August 2023 (**Opening Date**) and closes at 23.59 AEST on Sunday, 17 September (**Closing Date**).

### Entry Requirements:

8. To be eligible to enter, you must:
  - a. have purchased any Energizer headlight product that is displayed at [https://energizer.asia/Australia/?s=headlight&post\\_type=product&type\\_aws=true](https://energizer.asia/Australia/?s=headlight&post_type=product&type_aws=true) (**Qualifying Purchase**) from any location (online or otherwise), within the Promotion Period, whether online or in-store; and
  - b. visit [www.energizerpromo.com](http://www.energizerpromo.com) (**Promotional Website**) and enter your full name, email address, the barcode from the Energizer headlight product packaging, and if requested, a picture of your receipt clearly showing a qualifying product purchase (**Qualifying Purchase Receipt**).
9. Once the required information has been entered into the **Promotional Website**, you will receive an email to the email address provided, asking for verification by clicking a link. Once verified, you will receive an email confirming your entry into the Prize Draw.
10. The maximum number of entries for each Entrant is twenty (20). In addition to clause 11 below, the following rules apply in relation to multiple entries:

- a. only one (1) entry is permitted per Qualifying Purchase (regardless of the number of products purchased in a Qualifying Purchase);
  - b. each entry submitted by an Entrant must be substantially unique; and
  - c. each entry must be submitted separately and in accordance with Entry Requirements.
11. Entrants are entitled to one entry per Qualifying Purchase Receipt. For the avoidance of doubt, the Qualifying Purchase Receipt cannot be used for multiple entries into the Promotion. Each Qualifying Purchase Receipt must clearly show the time and date of purchase, which must fall within the Promotion Period and pre-date the entry date and time.
12. All entries received after the Closing Date are automatically invalid.

### Prizes

13. There will be a total of 1 Major Prize to be awarded for entries submitted during the Promotion Period, as set out below.
- 14.

Prize Draw	Prize Draw Date	Prizes to be awarded
Major Prize	Wednesday, 20 September 2023	<ul style="list-style-type: none"> <li>• 1 x Kia 'Niro' hybrid vehicle, valued at \$55,312</li> <li>• A 'Bonus Car Care Package', which encompasses the following: <ul style="list-style-type: none"> <li>○ First service, valued at \$276</li> <li>○ BP Fuel Card, valued at \$1,000</li> <li>○ UV Window Film, valued at \$795</li> <li>○ Hydro Ceramic complete internal &amp; external protection, valued at \$2,865</li> <li>○ Hardwired Front &amp; Rear Dashcam, valued at \$1,895</li> <li>○ Clipped Assist \$0 repair fee mobile service 5 year membership: (Australia Wide), valued at \$2,475</li> <li>○ Full Comprehensive Insurance through Allianz Insurance, valued up to \$3,000</li> </ul> </li> </ul>

15. The Major Prize is valued at \$67,618.

16. The total value of the prize pool is up to \$67,618 Australian Dollars.

17. The supplier of the Major Prize is Kia Corporation of 12, Heolleung-ro, Seocho-gu, Seoul, Korea, 06797 (**Prize Supplier**). For the avoidance of doubt, the Prize Supplier is not affiliated with the Promoter and does not sponsor or endorse this Promotion.

18. The Major Prize will include seven-year warranty under the standard Kia New Vehicle Warranty, 12 months' registration and Full Comprehensive Insurance. The winner of the Major Prize will also receive a Fuel Card to the value of \$1,000, Clipped Assist \$0 Repair Fee Mobile Service to the value of \$2,475 and a Hardwired Front & Rear Dashcam to the value of \$1,895. The winner of the Major Prize is responsible for any damage to the Major Prize, or any other costs relating to the Major Prize, from the date of its delivery. Additional options/accessories and all ancillary costs are the responsibility of the winner of the Major Prize.

19. For the avoidance of doubt, in relation to the Major Prize:

- a. Any petrol use beyond \$1,000 is not included;
- b. The Expiry Dates listed on the Fuel and Visa card vouchers must be adhered to;
- c. The UV Window Film, Hydro Ceramic complete internal and external protection, Clipped Assist \$0 Repair Fee Mobile Service and Hardwired Front & Rear Dashcam will be facilitated by Kia prior receipt of the Major Prize by the winner. The Promoter and the Administrator do not accept any responsibility for any issues relating to the UV Window Film, Hydro Ceramic protection, Clipped Assist \$0 Repair Fee Mobile Service and Hardwired Front & Rear Dashcam and the winner acknowledges that any claim in relation to the UV Window Film, Clipped Assist \$0 Repair Fee Mobile Service and Hardwired Front & Rear Dashcam is a matter between the winner and Prize Supplier; and
- d. The first year of service is up to the value of \$276 and must be booked in with a registered Kia Dealer. For the avoidance of doubt, the first year of service will be pre-purchased by the Promoter prior to the Closing Date and forms part of the Major Prize alongside the vehicle.

20. The winner of the Major Prize (**Winner**) agrees and accepts that:

- a. The interior and exterior colour of the vehicle is at the discretion of the Promoter;
- b. There may be a delay in the Major Prize becoming available to the winner of approximately 12 months from the expiry of the Promotion Period (**Delay Period**). The Promoter agrees to notify the winner if the Delay Period is likely to be extended. The Promoter and the Administrator do not accept any responsibility or liability for late or delayed delivery of the Prize from any cause whatsoever, including but not limited to, stock being unavailable; and
- b. In the event that any Prize become unavailable or cannot be fulfilled for any reason, the Promoter reserves the right to substitute such Prize with another prize of equal value and comparable nature, without prior notice or liability. The

substitute prize will be determined at the sole discretion of the Promoter and will be deemed acceptable by the Winner.

21. The Winner or their authorized designee, is required to pick up the Major Prize from a specified point located in the winner's nearest capital city within Australia. The Major Prize will not be delivered to the winner and the winner is responsible for incurring any costs incurred in the collection of the prize from their nearest capital city.
22. The Prizes, or any part thereof, are non-transferable, non-exchangeable and not redeemable for cash.

## **Winner Selection**

23. Winner Selection: The Winner will be randomly selected by Trade Promotions and Lotteries, the Government-approved random draw picker. The draw will be held at TPAL, Level 2, 11 York Street, Sydney NSW 2000 on Wednesday, 20 September 2023 at 15.00 AEST in the presence of an independent scrutineer.
24. Any potential winner that has not fulfilled any requirement of, or has breached any conditions of, these Terms may be disqualified. If a potential winner is disqualified, the prize may be awarded to an alternate winner selected in the same manner.
25. Winner Notification: The Winner will be published at [www.energizerpromo.com](http://www.energizerpromo.com) within 7 days of the Major Prize draw. The winner of the Major Prize will be contacted via email provided on entry, within 5 working days of the Major Prize draw.
26. Prize Delivery: The Winner will be contacted in relation to delivery of the Major Prize, within 28 days of their acceptance of the Major Prize.
27. If the Major Prize is unclaimed within 45 days of the Major Prize draw, an unclaimed prize draw will take place at 15.00 AEDT on Monday, 6 November 2023 at the same location as the original draw in the presence of an independent scrutineer. The Major Prize winner will be notified by email and published at [www.energizerpromo.com](http://www.energizerpromo.com) on Tuesday, 7 November 2023. The unclaimed prize must be claimed within 45 days or the prize is forfeited.
28. If the customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services via [support-astl@energizerpromo.com](mailto:support-astl@energizerpromo.com).

## **General**

29. Providing your personal data is voluntary, but necessary, to enter the Promotion. The Promoter is the data controller and has appointed the Administrator to be the data processor. Your personal data will be processed based on the legitimate interests of the Promoter for no longer than is necessary to conduct the Promotion and, after the Promotion, only to comply with legal obligations and to defend against possible claims. In particular, the Administrator will use your personal data to email you about the Promotion and, if you win, to deliver your Prize. You have the right to

access, rectify, transfer, and delete your personal data and to object to or limit the processing of your personal data. The Promoter does not intend to transfer your personal data to third parties. To learn more about your rights and how to exercise them, including by contacting the Promoter, please visit the Promoter's privacy notice at <https://www.energizergrouplegal.com>.

30. It is a condition of the Promotion that the entrant agrees to be bound by these Terms and that the decisions of the Promoter on any matters whatsoever arising out of, or connected with, the Promotion are final.
31. The Entrant reserves its rights under Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**) in relation to this Promotion, including remedies for breach of the consumer guarantees.
32. Entries submitted through agents, third parties or entries automatically generated by computer or illegible entries or incomplete entries will not be accepted.
33. The Promoter will do all that it reasonably can to ensure that the Promotional Website is functioning correctly throughout the Promotion Period. However, the Promoter will not accept responsibility for Promotion entries that are lost or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
34. The Promoter reserves the right, in its sole discretion, to disqualify any individual who corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion.
35. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate entrants or accept any liability for any loss, damage, personal injury or death occurring as a result of acceptance of the Major Prize, except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.
36. In the event of circumstances outside the reasonable control of the Promoter, or otherwise where fraud, abuse, and/or an error (human or computer) affects or could affect the proper operation of this Promotion or the awarding of Prizes, and only where circumstances make this unavoidable, the Promoter reserves the right to cancel or amend the Promotion or these Terms and Conditions, at any stage, subject to regulatory approval, but will always endeavour to minimize the effect to participants in order to avoid undue disappointment.
37. In entering the Promotion, the participant confirms that they are eligible to do so and eligible to claim the Prize. The Promoter reserves the right to verify all entries including but not limited to requiring proof that the participant is eligible to enter the Promotion (which must be provided within 14 days) and to refuse to award a Prize or withdraw Prize entitlement and/or refuse further participation in the Promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these Terms and Conditions or any instructions forming part of this Promotion's entry requirements or otherwise where a participant has gained unfair

advantage in participating in the Promotion or won using fraudulent means. The Promoter will be the final arbiter in any decisions, and these will be binding.

38. The Winner acknowledges and agrees that the Promoter may take and/or use photographs of the Winner for the purposes of content creation, promotion, advertising or marketing (whether online or otherwise), including for use and publication on the Promoter's social media channels. The Promoter must obtain consent from the Winner prior to publication or use of any such photographs online or otherwise.
39. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these Terms and the remaining clauses shall survive and remain in full force and effect.
40. These Terms prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
41. These Terms are governed by the laws of New South Wales, Australia, and their interpretation and application will be subject to the exclusive jurisdiction of the courts of New South Wales.
42. ©2023 Energizer. Trademarks and certain designs are owned by Energizer. All other trademarks are property of their respective owners and no affiliation with or endorsement of, or by, such third parties is implied.
43. All enquiries in relation to this Promotion should be made by emailing us via [support-astl@energizerpromo.com](mailto:support-astl@energizerpromo.com).
44. Authorised under NSW Authority No. TP/02225, SA Permit No. T23/700 and ACT Permit No. TP 23/00905.