

## **FULL Terms and Conditions:**

These Terms and Conditions are between you and Energizer Australia Pty Ltd (A.B.N.91 003 539 026) of Level 2, 11 Murray Rose Avenue, Sydney Olympic Park, NSW, 2127 (the **Promoter**) and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials. Entry/claim instructions form part of the Terms and Conditions, and by participating, all claimants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information.

### **Game of chance**

This 'Energizer Lights Easter 2023 Activation' (this **Promotion**) includes a component that is a game of chance and skill is not assessed or required to determine prize winners.

### **Eligibility**

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 (A.B.N. 28 741 383 210) of 23 Chuter Street, McMahons Point, NSW 2060 (the **Administrator**), its affiliates or agents, the immediate families of such employees and any other person connected with this Promotion. Promoter and Administrator will not be responsible for any under-age entries.

1. 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.
2. Promotion Period: The Promotion is open from 00.01 AEDT on 16 March 2023 and closes at 23.59 AEST on 16 April 2023.
3. Entrants from NSW, QLD, SA, WA and NT are eligible for the Minor Prize Draw and Major Prize Draw. Entrants from ACT, VIC and TAS are eligible for the Major Prize Draw only.
4. Entry Instructions: This Promotion is exclusive to customers who:
  - a. purchase any of the Energizer lighting product that is displayed at <https://energizer.asia/Australia/product-category/lighting/> (**Qualifying Purchase**) from any location (online or otherwise), within the Promotion Period; and
  - b. visit [www.energizerpromo.com](http://www.energizerpromo.com) (the **Energizer Promotional Website**), and enter your full name, email address, the barcode from the Energizer lighting product packaging, and if requested, a picture of their receipt clearly showing a qualifying product purchase;
5. Customers will receive an email to the address provided, asking them for verification by clicking a link. Once verified, customers will receive an email confirming their entry into the Prize Draw.
6. The competition is limited to three (3) entries per person.

7. One itemised receipt per entry and receipts may not be used for more than one entry. Each itemised receipt must state the time and date of purchase, which must fall within the Promotion Period and pre-date the entry date and time.
8. All entries received after the Closing Date are automatically invalid.
9. The Prizes: There will be a total of 751 prizes to be awarded for entries submitted during the Promotion Period. There will be 750 Minor Prizes and a Grand Prize Draw as follows:

Prize Draw	Prize Draw Date	Prizes to be awarded
Minor Prizes	Immediately allocated to the first 750 individual entrants of the Promotion.	750 x 'Event Cinemas' Double Pass tickets
Major Prize	Wednesday, 19 April 2023 at 15.00 AEST	1 x Kia 'Niro' hybrid vehicle

10. The Minor Prizes are valued at \$48 each and may be used at any 'Event Cinemas' location within **NSW, QLD, NT, SA and WA.**
11. The Minor Prizes are not valid for Moonlight, Skyline Drive In, Gold Class, Premium Seating concepts, 4DX, Boutique, Event Junior, Movie Marathons, Chicks At The Flicks, group bookings or any sessions classified as festivals, alternate content or special events including but not limited to foreign films. Surcharges apply to upgrade to V-Max, 3D, Vpremium, Vjunior and Dolby Atmos sessions.
12. The Minor Prizes are valid for a period of 12 months from the date of issue by the Promoter.
13. An online booking fee of \$1.50 per ticket will apply to each of the Minor Prizes.
14. The Major Prize is valued at \$55,293.25.
15. The total value of the prize pool is up to \$91,293.25 Australian Dollars.
16. The Major Prize will include seven-year **warranty under the standard Kia New Vehicle Warranty**, 12 months' registration and compulsory third party insurance. The winner of the Major Prize will be responsible for all costs relating to petrol, comprehensive insurance, 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.
17. The winner of the Major Prize agrees and accepts that:

- a. The interior and exterior colour of the vehicle is at the discretion of the promoter;
  - b. the Major Prize may differ from what is displayed in any promotional material relating to the Promotion, including but not limited to the vehicle make, model and colour;
  - c. the Major Prize may be substituted with another make or model of a hybrid vehicle, to a similar value; and
  - d. there may be extensive delays in the Major Prize becoming available to the winner, potentially 12 or so months from the expiry of the Promotion Period. 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.
18. The winner of the Major Prize, or his or her authorized designee, will be required to pick up the Major Prize from a specified point located in the winner's nearest capital city.
19. A Prize, or any part of a Prize, is not exchangeable or redeemable for cash.
20. Additional Prize details:
  - a. Event Cinemas and Kia are trade marks belonging to third parties and are not affiliated with and do not sponsor or endorse this Promotion.
21. Winner Selection: The relevant number of potential winners, as detailed in the table above, will be selected as follows:
  - a. The Minor Prizes - automatically (no draw or selection to take place) allocated to the first 750 individual entrants of the Promotion who successfully verify their email address; and
  - b. The Major Prize – Will be allocated to an entrant who is 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, 19 April at 15.00 AEST in the presence of an independent scrutineer.
22. Any potential winner that has not fulfilled any requirement of, or has breached any conditions of, these Terms and Conditions may be disqualified. If a potential winner is disqualified, the prize may be awarded to an alternate winner selected in the same manner.
23. Winner Notification: The winner of the Major Prize will be published at <https://energizer.asia/Australia/> within 7 days of the Major Prize draw. Each potential winner of a Minor Prize will be contacted via the email address provided on entry automatically upon verifying their email, to advise they are in the draw. Once the winners of the Minor Prize have been screened to ensure they meet the terms and conditions for entry, they will receive an email with the Minor Prize attached

within 14 days of verifying their email address. The winner of the Major Prize will be contacted via email provided on entry, within 5 working days of the Major Prize draw.

24. Prize Delivery: The winner of the Major Prize will be contacted in relation to delivery of the Major Prize, within 28 days of their acceptance of the Major Prize. The winners of the Minor Prizes will receive an email with the Minor Prize attached within 14 days of verifying their email address, providing they meet the terms and conditions for entry.
25. If the Major Prize is unclaimed within 45 days of the Major Prize draw, an unclaimed prize draw will take place at 15.00 AEST on 5 June 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 <https://energizer.asia/Australia/> on 5 June 2023. The unclaimed prize must be claimed within 45 days or the prize is forfeited.
26. If the customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services via <https://contact.energizer.asia/au/>.

## **General**

27. 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 countries. 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>.
28. It is a condition of the Promotion that the entrant agrees to be bound by these rules, and in particular that the decisions of the Promoter on any matters whatsoever arising out of, or connected with, the Promotion are final.
29. The Prizes are non-transferrable. There are no alternatives to the Prizes offered. In the event of unforeseen circumstances, the Promoter reserves the right to substitute any Prize for an alternative of equal or greater value.
30. Entries submitted through agents, third parties or entries automatically generated by computer or illegible entries or incomplete entries will not be accepted.
31. The Promoter will do all that it reasonably can to ensure that the Energizer 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.

32. 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.
33. 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 both a Minor Prize and 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.
34. 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.
35. 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.
36. 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 Conditions and the remaining clauses shall survive and remain in full force and effect.
37. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
38. These Terms & Conditions are governed by Australian law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Australia.
39. © 2023 Energizer. Energizer and certain graphic designs are trade marks of Energizer. All other trade marks are trade marks of their respective owners.
40. All enquiries in relation to this Promotion should be made by emailing us via [support-astl@energizerpromo.com](mailto:support-astl@energizerpromo.com).
41. Authorised under NSW permit No. TP/02225, SA permit No. T22/1652 and ACT permit No. TP 22/02010.