

COME CLOSER WITH FAMILY EXPERIENCES – FY24 Promotion Terms & Conditions ("Terms")

Schedule		
1.	Promotion:	COME CLOSER WITH FAMILY EXPERIENCES – FY24 Promotion
2.	Promoter:	Energizer Australia Pty Ltd (ACN 003 539 026, ABN 91 0035 390 26) of Level 2 11 Murray Rose Ave, SYDNEY OLYMPIC PARK, NSW 2127, Australia.
3.	Administrator:	Elastic Group Pty Ltd (ACN 613 219 784, ABN 28 741 383 210) of 23 Chuter Street, MCMAHONS POINT, NSW, 2060
4.	Promotional Period:	Start date: 01/03/24 at 12:01 am AEDT End date: 31/05/24 at 11:59 pm AEST
5.	Eligible entrants:	Entry is only open to Australian and New Zealand residents aged 18 years or over.
6.	KEY POINTS	<p>Please note that all prizes are subject to the following:</p> <ol style="list-style-type: none"> 1. Any terms and conditions of a third party provider will govern your redemption of the voucher (eg specific Airline terms and conditions of booking). 2. Where we provide you with a voucher you agree that the third party is providing the goods/services and that we have no liability for any loss or damage that occurs or that you may suffer as a result of redeeming the voucher with the third party provider.
7.	How to Enter:	<p>To enter the Prize Draw, the entrant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> a) purchase any <i>EVEREADY</i> batteries, chargers, flashlights (Participating Products) from any store that stocks the Participating Products (online or otherwise) within Australia or New Zealand; b) visit wineveready.com and follow the prompts to the Promotion entry page; c) input the requested details, including name, phone number and email; d) provide an answer to the question “<i>What is your most memorable family experience?</i>” in twenty-five (25) words or less (Submission); and e) upload a valid receipt and submit the fully completed entry form (Form). <p>For the purposes of this Promotion, a valid receipt is one which clearly evidences all details relating to purchase of a Participating Product (Transaction), including:</p> <ol style="list-style-type: none"> (a) store name; (b) date of purchase; (c) products purchased, including the Participating Products; (d) price of each item; and (e) total amount spent <p>(Valid Receipt).</p> <p>You accept and acknowledge that it is your responsibility to produce a Valid Receipt in order to enter the Promotion. If your receipt was unclear, faded or damaged upon its provision to you at purchase, you acknowledge that it is your responsibility to request a reprinted receipt from the applicable retailer. The Promoter and Administrator are not liable for any failure by a retailer to print a clear or readable receipt.</p> <p>The Administrator may determine the validity of a receipt in its sole discretion. For the avoidance of doubt, we reserve the right to reject a receipt and your entry into the Promotion for any reason, including without limitation, where the Receipt is unreadable, crumpled or faded.</p>

		The entrant must fill out the Form for each entry, subject to item 7 of the Schedule below.
8.	Entries permitted:	Multiple entries are permitted subject to the following: a) limit one (1) entry can be submitted per transaction; b) maximum three (3) entries per person; and c) each entry must be submitted separately and in accordance with item 6 of the Schedule.
9.	Winning Method:	Winners are selected based on the quality and creativity of their Submission. Submissions will be judged by a panel of judges employed by the Administrator, according to the Judging Criteria as set out in item 6 of the Terms below. Judging will take place at 23 Chuter Street, McMahons Point, NSW, 2060 at 12:00pm AEST on Wednesday, 5 June 2024 (Judging Date). For the avoidance of doubt, this Promotion is a game of skill and not a game of chance.
10.	Total Prize Pool:	For the purposes of this Promotion, the total prize pool available is estimated to be no greater than: (a) \$36,000 AUD for Australian residents; and (b) \$26,000 NZD for New Zealand residents.
11.	Winner notification:	The winners will be contacted by email and phone within two (2) business days of the judging date. The winners will be published at wineveready.com within five (5) business days in New South Wales, Australia, of the Judging Date.
12.	Unclaimed Prizes:	Prizes must be claimed by Friday, 6 September 2024 at 01:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on Monday, 9 September 2024 at 01:00 pm AEST at 23 Chuter Street, McMahons Point, NSW 2060. The winners of the redraw will be notified by email and phone within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at wineveready.com by Friday, 13 September 2024.

MAJOR PRIZE – FAMILY ISLAND HOLIDAY PACKAGE	
Prize Description	<p>Australia</p> <p>The prize is a trip to Magnetic Island, Queensland, Australia for the winner and up to three (3) guests* which consists of the following. All prize elements can be redeemed via the Administrator.</p> <ul style="list-style-type: none"> • round trip private transfers for four (4) people to airport from the winners residence, up to the value of \$200 AUD; • return economy flights for two (2) x adults and two (2) x children (16 years or under) from the winner’s nearest Australian capital city to Townsville, Queensland, Australia. If the winner is located within 200km of Townsville, Queensland, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash; • all airline and airport taxes; • round trip private transfers for four (4) people from airport to Magnetic Island ferry; • round trip ferry from Townsville to Magnetic Island; • 5x nights’ accommodation for four (4) people in 5 star hotel accommodation; • Half day island cruise for two (2) adults and two (2) children (16 years or under); • Private Nanny up to the value of \$300 AUD; • Spa experience for two (2) people up to the value of \$300 AUD; • Car hire for 5 days on Magnetic Island including 2x car seats if required; • \$1,500 AUD for the purposes of spending on food and beverage paid by direct deposit into an Australian bank account in the winner’s name • \$1,000 AUD spending money paid by direct deposit into an Australian bank account in the winner’s name; • Petrol up to the value of \$200 AUD; and • Domestic travel insurance (subject to all travellers having no pre-existing medical conditions and being under 59 years of age);

	<p>New Zealand</p> <p>The prize is a trip to Waiheke Island, New Zealand, for the winner and up to three (3) guests* which consists of the following:</p> <ul style="list-style-type: none"> • round trip private transfers for four (4) people to airport from the winners residence up to the value of \$200 NZD; • return economy flights for two (2) adults and two (2) children (16 years or under) from the winner’s nearest airport to Auckland, New Zealand. If the winner is located within 200km of Auckland, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash; • all airline and airport taxes; • round trip private transfers for four (4) people from airport to Auckland Ferry Terminal; • round trip ferry from Auckland to Waiheke Island; • 3x nights’ accommodation for four (4) people in 5 star hotel accommodations; • 1x adventure experience or tour, for example a scenic flight, zip line or wine tour up to the value of \$550 NZD from www.getyourguide.com. The Administrator reserves the right to select the adventure experience or tour offered in its sole discretion. • Private Nanny up to the value of \$300 NZD; • Spa experience for two (2) people up to the value of \$450 NZD; • Car hire for 3 days on Waiheke Island including 2x car seats if required; • \$1,000 NZD for the purposes of spending on food and beverage paid by direct deposit into a New Zealand bank account in the winner’s name; • \$1,000 NZD spending money paid by direct deposit into a New Zealand bank account in the winner’s name; • Petrol up to the value of \$200 NZD; and • Domestic travel insurance (subject to all travellers having no pre-existing medical conditions and being under 59 years of age); <p>*Guests includes one (1) x adult and two (2) x children aged 16 years old or under (Guest).</p>
Number of this prize	2 (1 prize for Australia; 1 prize for New Zealand)
Value (per prize)	Up to AUD \$16,000.00 (Australian winner); Up to NZD \$15,000.00 (New Zealand winner) depending on date and exact point of departure
Prize Conditions	<ul style="list-style-type: none"> • Travel must be booked within 12 months from the date of winner notification (specifically by 7 June 2025) and completed within 24 months from the date of winner notification (specifically by 7 June 2026). Prize cannot be taken during school holidays, Christmas, New Year, Public Holidays or other peak or block out periods (In Queensland for the Australian winner and New Zealand for the New Zealand winner). If the winner is unavailable or unwilling to travel on the aforementioned date/s required by the Promoter, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu. • If the winner of the New Zealand Major prize has dependents under the age of 8, an alternate prize will be offered of equal or greater value than the original prize. • Travel itinerary will be determined by the Promoter in its absolute discretion. • Prize is subject to the standard terms and conditions of individual prize and service providers. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • Timing for prize is subject to booking and flight availability. • The winner and his/her travel companions are responsible for ensuring that they have the requisite vaccinations and travel documentation for their travel destinations. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The winner may be required to present their credit card and a valid form of identification at hotel accommodation check in.

	<ul style="list-style-type: none"> • Australian Half Day Island Cruise offered by www.pilgrimsailing.com.au. Please refer to the terms and conditions at www.pilgrimsailing.com.au/termsandconditions.html • New Zealand tour offered by www.getyourguide.com. Please refer to the terms and conditions at www.getyourguide.com/c/general-terms-and-conditions • Australian car hire offered by www.islehire.com.au. • New Zealand car hire offered by www.gorentals.co.nz. Please refer to the terms and conditions at www.gorentals.co.nz/terms. • Australian Nanny offered by www.sitters4kids.com. • New Zealand Nanny offered by www.waihekenannies.co.nz. • Australian travel insurance offered by www.allianz.com.au. Please refer to the terms and conditions at www.allianz.com.au/terms-of-use.html • New Zealand travel insurance offered by www.tower.co.nz. Please refer to the terms and conditions at www.tower.co.nz/terms-and-conditions. • The winners must contact prize provider with three preferred travel dates in three separate months no later than six weeks prior to departure; once booked, the prize cannot be amended or cancelled; prize is non-refundable and non-transferable; no cash alternative is available. • The winner may choose up to three (3) guests for travel (if they choose less than three (3) guests they will not receive cash or any other alternative in lieu for the reduced total price of the prize for choosing to take less guests). • The winner and their Guests are responsible for meeting all travel and health requirements for any travel. It is the responsibility of the winner and their Guests to check with all government health authorities regarding travel requirements and eligibility. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the winner and their Guests. • The Promoter makes no representation as to the safety, conditions or other issues that may exist at any of the destinations or events forming part of the prize. It is the sole responsibility of winner to check government advisories and/or conditions regarding the safety and situation of any such destinations. • If the prize cannot be provided as intended due to any COVID-19 related restrictions or guidelines, the Promoter reserves the right to award an alternative prize in lieu, that is of equal or greater value than the original prize. • All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. • No portion of the prize is redeemable for cash. The prize is non-refundable or transferable. • The winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.
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MINOR PRIZE – HOUSEHOLD UTILITIES COVERED	
Prize Description	<p>Australia The prize is \$3,000 AUD paid by direct deposit into an Australian bank account in the winner’s name. The prize money is intended to cover the average Australian consumer’s electricity, water and gas bills over the course of a year, based off a valuation by Canstar Blue.</p> <p>New Zealand The prize is \$3,000 NZD paid by direct deposit into a New Zealand bank account in the winner’s name. The prize money is intended to cover in part the average New Zealand consumer’s electricity, water and gas bills over the course of a year, based off a valuation by Canstar Blue.</p>
Number of this prize	8 (5 prizes for Australia; 3 prizes for New Zealand)
Value (per prize)	AUD \$3,000.00 (Australian prize); NZD \$3,000.00 (New Zealand prize)
Prize Conditions	<ul style="list-style-type: none"> • The Promoter shall not be liable for payment of any electricity, water or gas bill beyond the \$3,000 prize money provided. • The Winners must provide their Australian (Australian prize) or New Zealand (New Zealand prize) bank account details to the Promoter in order for the prize to be awarded. • The prize will be delivered into the bank account within four (4) weeks of winner notification.

	<ul style="list-style-type: none"> • The Winner is responsible for providing the correct bank account details and the Promoter/Administrator is not liable for any failure by the Winner to provide the correct details. • The Winner acknowledges and accepts that any issue with the • The Promoter/Administrator is not liable for any delay of transfer or issue regarding transfer caused by the applicable bank, including as a result of scheduled maintenance, network errors, data breach or other unforeseen circumstances.
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XBOX HOME GAMING PACK	
Prize Description	<p>The prize is an Xbox Home Gaming Pack consisting of the following:</p> <ul style="list-style-type: none"> • Xbox Series S 512GB Console • Xbox Wireless Additional Controller • \$50 Xbox Live Gift Card (in AUD or NZD, as applicable) <p>(Goods).</p>
Number of this prize	5 (3 prizes for Australia; 2 prizes for New Zealand)
Value (per prize)	Up to AUD \$650.00 (Australian winner); Up to NZD \$650.00 (New Zealand winner)
Prize Conditions	<ul style="list-style-type: none"> • The winner will be responsible for making all arrangements for game passes, accessories, subscriptions etc. • Delivery of the Goods (Delivery) is taken to occur at the time that: <ul style="list-style-type: none"> (a) you, or your nominated carrier takes possession of the Goods at our address; or (b) we (or our nominated carrier) delivers the Goods to your nominated address, even if you are not present at the address. • You must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that you are unable to take delivery of the Goods as arranged, then we are entitled to charge a reasonable fee for redelivery and/or storage. • Any delivery date or time specified by us is an estimate only and you agree that you will still accept delivery of the Goods even if they are delivered on a different date or time. We will not be held liable for any loss or damage suffered as a result of any delay in delivery. However, if the Goods are not delivered within a reasonable time after the estimated date, please contact us. • Risk and title of the Goods passes to you upon Delivery.

FUNLAB EXPERIENCE VOUCHERS	
Prize Description	The prize is an e-gift card to be used at any Funlab venue across Australia or New Zealand.
Number of this prize	5 (3 prizes for Australia; 2 prizes for New Zealand)
Value (per prize)	AUD \$300.00 (Australian winner); NZD \$300.00 (New Zealand winner)
Prize Conditions	<ul style="list-style-type: none"> • The gift cards are valid for 3 years from the date of purchase • Redemption of the e-gift card is subject to the terms and conditions of Funlab, accessible at https://funlab.com/terms • The gift cards will be delivered via email to each winner.

SHOPPING VOUCHERS	
Prize Description	<p>Australia The prize is a \$200 AUD Woolworths eGift Card</p> <p>New Zealand The prize is a \$200 NZD Countdown eGift Card</p>

Number of this prize	20 (10 prizes for Australia; 10 prizes for New Zealand)
Value (per prize)	AUD \$200.00 (Australian winner); NZD \$207.00 (New Zealand winner)
Prize Conditions	<ul style="list-style-type: none"> Redemption of the e-gift card is subject to the terms and conditions of Woolworths/Prezzy (as applicable), accessible at https://giftcards.woolworths.com.au/about/terms-and-conditions and https://www.prezzy.co.nz/policies/terms-of-service/. The gift cards will be delivered via email to each winner.

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Promotional Period.
- If the customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services at competitions@elasticgroup.com.au.
- Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
- Judging:** The judging will take place at 23 Chuter Street, McMahons Point, NSW, 2060 at 12:00 pm AEST on 5 June 2024 . This is a game of skill and chance plays no part in determining the winner. Entries will be divided into the following country groups: Australia and New Zealand. Each entry will be judged based on the individual creative merit of the response. The winners will be selected by the judges on criteria including relevance to the question, originality, literacy or creativity of the answer received by the Promoter (**Judging Criteria**). The judges will determine the winners in tiers:
 - Major Prize Winner
 - Minor Prize Winner – Tier 1
 - Minor Prize Winner – Tier 2
 - Minor Prize Winner – Tier 3
 - Minor Prize Winner – Tier 4

The judges may reserve entries in case an invalid entry or entrant is drawn. The judges' decision is final, and binding and no correspondence will be entered into.
- All reasonable attempts will be made to contact each winner.
- If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- The value of the prizes is based upon the estimated retail value of the prizes (inclusive of GST) at the date of these terms and conditions.
- No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.

12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at www.energizergrouplegal.com. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
16. It is a condition of accepting the prize that a winner and their Guests may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or Guest is under the age of 18, a nominated parent or legal guardian of the winner or Guest will be required to sign the legal release on the winner or Guest's behalf.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Terms or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Consumer Guarantees Act 1993* (NZ) and/or *Fair-Trading Act 1986* (NZ) and the *Competition and Consumer Act 2010* (Cth) (Australia).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorized intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.

22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. The Prize Provider is Energizer Australia Pty Ltd. Any personal data submitted by the winner to the Prize Provider will be treated in accordance with Prize Provider's privacy policy, which is accessible at <https://energizergrouplegal.com/Energizer-Privacy-Notice-USA.html>
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