

## ROCKSTAR FUEL YOUR HUSTLE 2023 P&C PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these terms and conditions.
2. The promotion is open to Australian residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter or any agency 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 first cousin.
4. Entries into the promotion open at 12:01am AEDST on 22/03/2023 and close at 11.59pm AEDST on 16/05/2023 ("**Promotional Period**"). Entries received outside of the Promotional Period will not be entered into the promotion.
5. To be eligible to enter, individuals must, during the Promotional Period, purchase any two (2) Rockstar drink products ("**Qualifying Products**") in a single transaction from any retailer and collect a receipt at the time of purchase of the Qualifying Products ("**Qualifying Transaction**"). In the event that a receipt is not automatically provided to an individual upon completion of their Qualifying Transaction, it is the individual's responsibility to request one from the retailer.
6. To enter the promotion, individuals must, during the Promotional Period, visit **winwithrockstar.com** or scan the QR Code on the promotional poster, input the requested details (including but not limited to full name, phone number and email address), upload a copy of their Qualifying Transaction receipt and then submit the fully completed entry form.
7. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used by that entrant.
8. Multiple entries are permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Qualifying Products purchased in that transaction); (b) each entry must be submitted separately and in accordance with entry requirements at clauses 5 and 6; and (c) a maximum of one (1) entry per person per day is permitted. Any additional entries submitted by an entrant will be deemed invalid.
9. Entrants must retain their original OR a copy of their purchase receipt for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a Prize. In that case, the entrant will not be entitled to compensation.
10. There are three (3) Tech Bundles to be won with an RRP of AU\$10,059 each ("**Prize**"). Each Prize includes the below:

- Apple MacBook Pro 14 Inch with m2 pro chip 512GB (AU\$3199 RRP);
- Apple AirPods with MagSafe Charging Case [3rd Gen] (AU\$289 RRP);
- Apple iPhone 14 Plus, 128GB (AU\$1579 RRP);
- Apple Watch Series 8 41mm Midnight Aluminium Case GPS (AU\$629 RRP);
- Apple TV 4K Wi-Fi 64GB (AU\$219 RRP);
- Samsung 65" Q80B QLED 4k Smart TV (AU\$2995 RRP); and
- Sony ZV-E10 Mirrorless Vlog Camera with 16-50mm Lens Kit (AU\$1149 RRP).

The total RRP of the Prize pool value is AUD\$30,177. The Prize RRPs are correct at the time of printing these Terms and Conditions and all in-store point of sale materials, and the Promoter takes no responsibility for any changes to the RRP stated.

11. The Prize winners will be determined by a random Prize Draw which will take place at Raydar, which has their offices at 318 Richmond Road, Grey Lynn, Auckland 1021 on 23/05/2023 at 11am AEDST, in the presence of an independent scrutineer. The winners will be the first three valid entries randomly drawn from all eligible entries received during the Promotional Period. The Promoter may draw additional entries and record them in order in the event that an invalid entry or ineligible entrant is drawn.
12. The Prize winners will be contacted by phone and email using the details provided at the time of entering the promotion, within five (5) business days of the Prize draw. The Prize winners will be the registered owner of the phone number provided at the time of entry. The Promoter will not be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the registered owner of the phone number used to submit a winning entry.
13. The winners will be published at [winwithrockstar.com](http://winwithrockstar.com) from 30/05/2023
14. Winners must provide the Promoter with a valid Australian residential delivery address within **7 days** of being contacted by the Promoter. If the Promoter does not receive a winner's valid Australian residential delivery address within that period, the Promoter may deem that winner's entry invalid. No compensation will be payable. A draw for any unclaimed Prizes may take place on 20/06/2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by phone and email within two (2) business days of the unclaimed Prize draw and their names will be published on [winwithrockstar.com](http://winwithrockstar.com) from 27/06/2023.
15. The Prize will be delivered to the address nominated by the Prize winner within 31 days of that winner providing the Promoter with a valid Australian residential delivery address.
16. The Prize is not transferable, changeable or redeemable for cash.
17. In the event that a Prize or any part of a Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, for any reason, then the prize (or that element of the prize) will be forfeited, and no compensation will be payable.

18. In the event an invalid or ineligible entry is drawn, or the Promoter is unable to contact a winner within fourteen (14) days of first attempting to notify that winner, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid, and no compensation will be payable. Acceptance of the Prize is deemed consent for the Promoter to use the winner's name, likeness, image and/or voice for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
19. The Promoter's decision is final on all matters and no correspondence will be entered into.
20. The Promoter reserves the right to amend, suspend or cancel any aspect of this promotion (including any prize or term) at any time in its sole discretion, subject to any written directions from a relevant regulatory authority.
21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
22. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
23. The Promoter reserves the right to verify the validity of each winner's entry and disqualify any entry or refuse to award a Prize where false or misleading details have been given by an entrant or an entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
24. 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.
25. 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 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Quality control errors will not invalidate an otherwise valid prize claim.
27. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
28. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any entry to be entered into the promotion for any reason, including but not limited

to, technical malfunction, late, lost or misdirected entries, or entries not received due to human error. Incomplete or indecipherable entries will be deemed invalid.

29. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
30. As a condition of participating in the promotion, each winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which a winner may incur arising out of their participation in the promotion and/or use of a Prize, howsoever caused.
31. Except for any liability that cannot be excluded by law, the Promoter 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, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the Prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a Prize.
32. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
33. The Promoter collects and holds personal information provided by entrants for the purposes of this Promotion and for future promotional purposes. For the purposes of this promotion, which includes notifying the winners and facilitating redemption of prizes, the Promoter may pass on an entrant's personal details to its agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from being able to receive a Prize. All personal information provided by entrants will be held by the Promoter and used and handled in accordance with its Privacy Policy, which can be viewed at <https://www.frucorsuntory.com/privacy-policy/>. Under the Privacy Act 1988 (Cth), entrants have the right to access and correct any such personal information. Entrants may opt-out, access and request correction of any of the details about them held by the Promoter by sending an email to [promos@raydar.co.nz](mailto:promos@raydar.co.nz).
34. Sony Australia Limited, Samsung Electronics Co Ltd and Apple Inc, do not endorse, are not a sponsor of, and are not associated with this promotion in any way.
35. PepsiCo, Inc and their subsidiaries and related companies (collectively **PepsiCo**) are not responsible for, and will not be held liable for, the operation or administration of this Promotion. By entering the Promotion, entrants agree to release PepsiCo from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter, and not PepsiCo.
36. Rockstar, the Rockstar logo and the RR design are registered trade marks of PepsiCo, Inc, NY, USA used under licence in Australia by the Promoter.

37. The Promoter is Frucor Suntory Australia Pty. Limited (ABN 73 060 091 536) of Level 2, 5 George St, North Strathfield NSW, 2137.

38. Authorised Under: NSW Authority: TP/01164; ACT Permit No: TP 23/00226 and SA Permit No: T23/144