

# “SUNTORY BOSS COFFEE WOOLWORTHS EXCLUSIVE 2024” 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 Frucor Suntory Pty Ltd (ABN 73 060 091 536) of 2/5 George Street, North Strathfield NSW Australia 2137, telephone: (02) 8762 0399 (**‘Promoter’**).
3. Entry is only open to Australian residents aged 18 years or older.
4. 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 1<sup>st</sup> cousin.
5. Entries into the promotion open at 12.01am on 3/04/2024 ADST and close at 11:59pm AEST on 30/04/2024 (**‘Promotional Period’**)
6. To be eligible to enter, individuals must, during the Promotional Period:
  - a) purchase any Suntory Boss Coffee Product from any Woolworths supermarket in Australia, Woolworths Metro in Australia (excluding MILKRUN and Everyday Market) or via Woolworths online at [www.woolworths.com.au](http://www.woolworths.com.au) (**‘Qualifying Purchase’**);
  - b) obtain proof of that Qualifying Purchase (**‘Receipt’**);
  - c) scan the QR code on POS or enter at [suntorybosscoffeewoolworths.com](http://suntorybosscoffeewoolworths.com);
  - d) follow the prompts to the promotion entry page, provide the requested details (including their full name, email address and telephone number); and
  - e) upload a copy of their Receipt.
7. Entrants must retain their Receipt.
8. Failure to provide a clear image of the Receipt at the time of entry 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.
9. Multiple entries permitted, subject to the following:
  - (a) only one (1) entry permitted per Qualifying Purchase;
  - (b) each entry must be submitted separately and in accordance with entry requirements set out in cl.6; and
  - (c) a maximum of two (2) entries per person per day is permitted.
10. Instant Minor Prize winners will be selected by a computerised random system based on pre-determined times **“Winning Moments”**. One (1) Instant Minor Prize will be available to be won for each Winning Moment. There will be two (2) Winning Moments each day. The first valid entry received by the Promoter after each Winning Moment will be the instant Minor Prize winner. There is a total of 56 Winning Moments during the Promotional Period and accordingly, there are up to 56 instant Minor Prizes to be won.
11. Each winner will win one (1) \$250 Woolworths Supermarket eGift Card (**“Minor Prize”**). There are 56 instant Minor Prizes to be won.

12. Subject to clause 10, Winners will be emailed, via the email provided at time of entry, within 72 hours of the instant Minor Prize win notification occurring. Winners must reply to the email to claim their Minor Prize within 5 days. If the instant Minor Prize winner does not claim the prize within 5 days, the instant Minor Prize will be forfeited without compensation.
13. All entries will be entered into the Major Prize Draw. The Major Prize Draw will take place at Raydar 100 College Hill Road Auckland, New Zealand on 03/05/2024 at 11am AEST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in the order drawn in the event that an invalid entry or ineligible entrant is drawn. The Promoter will draw the Major Prize winner from all valid entries received by the Promoter during the Promotional Period. The Major Prize winner will be the registered owner of the phone number provided at the time of entry.
14. The first (1) valid entry from the Major Prize draw will win a trip to Tokyo valued at \$15,000 AUD. The trip includes:
  - Return Economy Class Airfares from winners nearest Australian Capital City Airport to Tokyo, Japan for two people.
  - All Airline Taxes
  - Return Private Airport transfers in Tokyo.
  - 5 nights, 4-star accommodation in Tokyo (double or twin share)
  - Mount Fuji Day Tour by Bullet Train for 2 people.
  - Return Bullet Train Tickets Tokyo to Osaka for 2 people.
  - 2 nights, 4-star accommodation in Osaka (double or twin share)
  - Your choice of one of the following activities in Osaka;
    1. *Kuromon Market Food Tour with local guide*
    2. *Tombori River Cruise & dinner*
    3. *Entry and transport to LEGOLAND, Osaka*
  - \$2,000 AUD Spending money (paid to winner via EFT transfer)

(“**Major Prize**”).

15. The Major Prize winner will be contacted by phone and email within 7 business days of the draw using the details provided at the time of entering the promotion.
16. All bookings in connection with the Major Prize (including car hire and accommodation) must be made via the Promoter’s chosen travel agent, Free 2 Travel. All bookings must be submitted by the Prize winner to Free 2 Travel a minimum of 45 days before the winner’s requested departure date. The Major Prize winner is responsible for any amendment fees issued by airlines or suppliers once any booking is approved and issued.
17. The Major Prize is valid for 12 months from when the Prize winner’s name is drawn. Block out periods include all New Zealand/ Australian School & Public Holidays along with all other special event periods. All travel in connection with the Prize must occur before 30<sup>th</sup> September 2025 (the **Travel Period**). 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.
18. In the event travel is not possible during the Travel Period due to border closures, travel restrictions, lockdowns or if the Promoters determine, at their discretion, that travel is unsafe, the Major Prize will be substituted for AUD \$15,000 cash.
19. Acceptance of the Major Prize is conditional on acceptance of the terms and conditions of travel as detailed by Free 2 Travel and the terms and conditions of any supplier, including airline carriers. If the Major Prize winner cannot

accept those terms and conditions for any reason, their Major Prize will be void and no compensation will be payable.

20. The Major Prize winner is responsible for any amendments, fees issued by airlines or suppliers once booking is confirmed and ticketed. The Major Prize winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred.
21. It is the winner's responsibility to organise transport to and from the airport when both departing and returning to their closest Australian major city.
22. Prize winner and their travel companion must have valid travel insurance for their period of travel, and may be required to provide a credit card upon checking into their hotel.
23. The Prize winner and their travel companion are responsible for ensuring they have all necessary passports, visas and other travel documentation that may be required (including any documentation that may be required that relates to attempts to prevent the spread of Covid-19).
24. 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 recover damages or other compensation from such an offence are reserved.
25. Incomplete or indecipherable entries will be deemed invalid.
26. 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.
27. The total prize pool value is up to AUD\$29,000
28. The names of all prize winners will be published online at [suntorybosscoffeewoolworths.com](http://suntorybosscoffeewoolworths.com) on 07/05/2023.
29. Any ancillary costs associated with redeeming an Instant Minor and/or Major Prize are not included. Redemption of the Instant Minor and Major Prize is subject to any terms and conditions of the issuer including those specified by the Promoter's chosen travel partner and their agents.
30. The Promoter's decision is final, and no correspondence will be entered into.
31. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
32. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.

33. Prizes, or any unused portion of a prize, are not transferable, exchangeable, or redeemable for cash. If the winner cannot accept or take part in the Prize for any reason, the winner will forfeit the Prize, and no compensation will be payable.
34. A draw for any unclaimed or un won prizes may take place on 02/09/2024 at Raydar 100 College Hill Road Auckland, New Zealand at 11am AEST, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published online at [suntorybosscoffeewoolworths.com](http://suntorybosscoffeewoolworths.com) from 04/09/2024.
35. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any unclaimed or un won instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
36. 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 prompting any products manufactured, distributed and/or supplied by the Promoter.
37. 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.
38. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
39. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (2010), or any other implied warranties under the Australian Securities and Investments Commission Act 2001 or similar consumer protection laws in the States 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.
40. 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, unauthorized 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; (e) any tax liability incurred by a winner or entrant; or (g) use of a prize.
41. 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 [http://www.frucor.com.au/index.php/privacy\\_policy/](http://www.frucor.com.au/index.php/privacy_policy/). 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.

**42. Authorised under: Permit No's: ACT TP 24/00254; and SA T24/216**