Celsius Scuderia Ferrari Merch Drakes Promotion Australia Terms and Conditions

Promoter	Suntory Beverage & Food Australia Pty Ltd (ABN 73 060 091 536), Tower 1, Level 18, 201 Sussex St, Sydney, NSW, 2000			
Eligible Entrants	The promotion is only open to Australian residents aged 18 years and over.			
Ineligible Entrants	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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.			
Promotional Period	Starts: 12.01am (AEDT) on 29 th September 2025 Ends: 11.59pm (AEDT) on 31 st October 2025			
Participating Stores	Any participating Drakes stores which disp promotion during the Promotional Period.			ng this
Where will the promotion run?	The Promotion will be run in association wi	ith Participating	g Stores.	
Qualifying Products	All Celsius products			
Entry Requirements	To enter the promotion, you must: a. purchase any two (2) Qualifying Products, in one transaction from a Participating Store during the Promotional Period (Qualifying Transaction); b. obtain the receipt of that Qualifying Transaction; c. scan the QR code on point of sale advertising or visit winwithcelsius.com.au/merch; d. follow the prompts to the promotion entry page, provide the requested details (including your full name, email address and telephone number); and e. upload a copy of the receipt. 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 Participating Store.			
	(including your full name, email add e. upload a copy of the receipt. In the event that a receipt is not automatica their Qualifying Transaction, it is the individ	ress and teleph ally provided to	one number); and an individual upon o	-
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	Minor Prize pool: \$ 2050 (AUD)	
Total Prize Pool	RRP \$ 2998 (AUD).	
Prize Conditions	The Quarter Zip will be available in pre-ordered sizes only, and size availability is limited. If the winner's size is unavailable, the Promotor will substitute the Quarter Zip with an alternative merchandise of similar style and equal or greater value.	
How many times can I enter?	Multiple entries are permitted, subject to the following:	
	 a. only one (1) entry is permitted per Qualifying Transaction; b. each entry must be submitted separately and in accordance with the Entry Requirements; c. a maximum of one (1) entry, per person, per day is permitted; and d. an entrant is eligible to win a maximum of one (1) Prize. This Prize limit does not apply to SA residents. 	
Prize Draws	Entries received outside of the Promotional Period will not be entered into the Prize Draw.	
	The Prize winners will be determined by way of computerised random draw from all valid entries received by the Promoter during the Promotional Period at 11am (AEDT) on 6 November 2025. There will be fifty-three draws. The first three (3) eligible entry drawn will win a Major Prize, and the next fifty (50) eligible entry drawn will win a Minor Prize.	
	The Prize Draw will take place at Greeneagle Fulfilment, 5/9 Fitzpatrick Street, Revesby NSW 2212. The Promoter may draw additional reserve entries and record them in the order drawn, to be used in the event that an invalid entry or ineligible entrant is drawn.	
	If an ineligible entry is drawn (for example if the entrant is not an Australian resident or is not 18 years and over), the Promoter will deem that winner's entry invalid and use the reserve entries in the order drawn to select a new winner. In that case, the original winner will not be entitled to any compensation.	
	If the Promoter is unable to contact a winner within one (1) month of the Prize Draw, having made reasonable attempts to do so, the Promoter will deem that winner's entry invalid and conduct an unclaimed prize draw to select a new winner on the same terms as the original Prize Draw. In that case, the original winner will not be entitled to any compensation.	
	The unclaimed prize draw (if required) will take place on 6 February 2026 at the same time and place as the original draw, subject to any directions from a regulatory authority. The Promoter may also draw reserve entries for the unclaimed prize draw to be used in the event an invalid entry or ineligible entrant is drawn.	
Winner Notification	The winner will be contacted by email using the contact details provided by the entrant at the time of entry within seven (7) days of the Prize Draw. The winner of the unclaimed prize draw will be contacted by email within two (2) days of the unclaimed prize draw.	
	The Major Prize winners' last name, first initial and postcode will be published at winwithcelsius.com.au/merch by 13 November 2025. The unclaimed prize draw winners' last name, first initial and postcode will be published at winwithcelsius.com.au/merch by 13 February 2026.	
	Following successful contact by the Promoter, the winner must confirm their acceptance of the Prize and provide the Promoter with a valid Australian residential delivery address within fourteen (14) days of being contacted by the Promoter. Failure to do so will result in their Prize being void and no compensation will be payable.	

Prize Delivery	The Prize will be delivered to the Australian residential address nominated by the Prize
	winners within twenty-eight (28) days of receiving the delivery address.

- 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. In these Terms and Conditions, unless the context otherwise requires, a word in the singular include the plural and vice versa.
- 3. The value of the Prizes is accurate and based upon the recommended retail value of the Prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date.
- 4. No part of a Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 5. 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.
- 6. If any winner chooses not to take their Prize (or is unable to), or does not take or claim a Prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the Prize and the Promoter is not obliged to substitute the Prize.
- 7. Entrants must keep their proof of purchase specified in the Entry Requirements section for each entry as proof of purchase (**Proof of Purchase**). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
- 8. 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.
- 9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the promotion.
- 10. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 11. The winner 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.
- 12. The Promoter's decision is final on all matters and no correspondence will be entered into.
- 13. 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 State or Territory regulation due to unforeseeable circumstances where the promotion is not capable of running as planned.
- 14. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 15. 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. Prize winner may be asked to show valid proof of

identity at the time of collecting their Prize. Neither the Promoter nor their agents will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the registered phone or email owner.

- 16. The Promoter reserves the right to verify the validity of the 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.
- 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. The terms and conditions which apply to the Prize at the time it is issued to the winner will prevail over these Terms and Conditions in the event of any inconsistency. To the extent permitted by law 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 and Conditions or otherwise.
- 18. 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.
- 19. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant. All entries received during the Promotional Period will be accepted.
- 20. Unless otherwise held invalid by a court of law, it is a condition of participating in the promotion, the winner indemnifies the Promoter against all legal costs associated with an unsuccessful claim which may arise out of their participation in the promotion and/or participating in any Prize.
- 21. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law.
- 22. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without compensation, and any copyright will vest in the Promoter.
- 23. The winner acknowledges and agree that they will comply with all instructions given by employees and agents of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promoter into disrepute.
- 24. 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 due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost, misdirected or incorrectly submitted entries. Incomplete or indecipherable entries will be deemed invalid.
- 25. Except for any liability that cannot by law be excluded, including any relevant statutory 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.
- 26. 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 https://www.suntoryoceania.com/privacy-policy/. The privacy policy also contains

information about how entrants may 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. Under the Privacy Act 1988 (Cth), entrants have the right to access and correct any such personal information held by the Promoter by sending an email to customersupportanz@suntory.com.

- 27. 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.
- 28. Any questions relating to this promotion should be referred to promos@raydar.co.nz.