Celsius Live – Las Vegas Promotion AU VIVA Energy / Coles Express Terms & 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 & conditions.
- 2. The promoter is Suntory Beverage & Food Australia Pty Ltd (ABN 73 060 091 536) of 2/5 George Street, North Strathfield NSW Australia 2137
- 3. The promotion is only open to Australian residents aged 18 years and over
- 4. Employees (and their immediate families) of Suntory Beverage & Food Australia Pty Ltd 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.
- 5. The competition will run in association with participating VIVA Energy & Coles Express sites which are displaying promotional material in Australia (**'Participating Stores'**)
- 6. The promotion commences at 12.01am (AEDT) on 6th March 2025 and closes at 11.59pm (AEDT) on 2nd April 2025 (**'Promotional Period'**)
- 7. To enter the promotion, you must:
 - a. Purchase any Celsius product, in one transaction (**'Participating Products'**) from participating store during the Promotional Period;
 - b. Collect a scratch card with unique code from counter staff (if one isn't presented at time of purchase it is the responsibility of the customer to request one);
 - c. Scan the QR code on the scratch card or visit winwithcelsius.com.au/viva;
 - d. enter your required personal details and unique code into the online form
- 8. Entries received outside of the Promotional Period will not be entered into the Prize draw.
- 9. The Major Prize is an F1 experience in Las Vegas for the winner and 1 friend (both must be aged 18 years or over) which includes:
 - a. Return Economy Class Airfares from winners nearest Australian airport to Las Vegas, Nevada for 2 people.
 - b. All Airline Taxes
 - c. 4 nights, 4-star accommodation in Las Vegas (double or twin share)
 - d. Return Private Airport Transfers
 - e. Daily Breakfast included for 2 people
 - f. 2x Grandstand Tickets for the Formula 1 Las Vegas (3-day tickets)
 - g. Assigned Seating
 - h. Food, Water & Soft Drinks included
 - i. \$2000 USD spending money (for winner only)

Number of this prize: 1 Value: AUD\$20,042 10. There will be twenty-eight (28) minor prize winners who will each receive 1 x \$100 Shell e-Gift Card (Minor Prize). This will be emailed to the winners chosen email address. Minor prize pool: \$2,800.

11. Major prize conditions:

- a. The winner and travel companion must be 18 years or over.
- b. The Major Prize is valid until 19 November 2025 and all travel must occur before that date (the **Travel Period**).
- c. Blackout periods apply, and include all Australian School holiday dates, public holiday dates and any other special event periods.
- d. Acceptance of the Major Prize is conditional on acceptance of the terms and conditions of travel as detailed by F2T and the terms and conditions of any supplier, including airline carriers and camper van rental agency. If the Prize winner cannot accept those terms and conditions for any reason, their Prize will be void and no compensation will be payable.
- e. The winner and his/her travel companion are responsible for adhering to all local laws in the relevant destination country, including but not limited to laws regarding the legal drinking age and attendance at venues with a specified age of entry.
- f. Travel itinerary will be determined by the Promoter in its absolute discretion.
- g. Prize is subject to the standard terms and conditions of individual prize and service providers.
- h. The winner and his/her travel companion must depart from and return to the same departure point and travel together.
- i. All bookings in connection with the Major Prize must be made via the Promoter's chosen travel agent F2T. All bookings must be submitted by the Major Prize winner to F2T 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.
- j. The prize is subject to booking and flight availability.
- k. This prize is not transferable, changeable, or redeemable for cash.
- 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.
- m. The winner and his/her travel companion/s are responsible for ensuring that they have valid passports, and any requisite visas (ESTAs), vaccinations and travel documentation.
- n. If the winner is unable to obtain required visas for entry the prize will be void and no compensation will be paid
- o. Frequent flyer points will not be awarded and do not form part of the prize.
- p. Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, 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.
- q. It is highly recommended by the Promoter that travel insurance is obtained for this trip, however, any cost associated with taking out such insurance will be the responsibility of the winner and their companion, as incurred.
- r. The winner may be required to present their credit card at check in.
- s. Change of travel dates, upgrade of flights, travel insurance and any other upgrades are at the winner's and their companion's own expense.
- t. In the event that a prize or any part of a prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative

12. Minor prize conditions:

a. Prizes may be subject to additional terms and conditions for redemption, and may have an expiry date. Please see the information that accompanies the Prize for the full terms

- and conditions that apply or visit www.giftcards.shell.com.au/CMS/Page/giftcardterms
- b. This prize is not transferable, changeable, or redeemable for cash.
- 13. Multiple entries are permitted, subject to the following
 - a. one (1) entry is 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 the entry requirements; and
 - c. a maximum of one (1) entry per person, per day
- 14. The prize winners will be determined by way of random draw from all valid entries received by the Promoter during the Promotional Period at 11am (AEST) on 7 April 2025. The Prize Draw will take place at Greeneagle Fulfilment, 5/9 Fitzpatrick Street, Revesby NSW 2212. The Promoter may draw additional entries and record them in the order drawn in the event that an invalid entry or ineligible entrant is drawn.
- 15. The first entry drawn will win the Major Prize. The following twenty-eight (28) eligible entries randomly drawn from all entries received during the Promotional Period will win a Minor Prize.
- 16. The winners will be contacted by email (to the email supplied at time of entry) within seven (7) days of the draw.
- 17. The winners last name, first initial and postcode will be published at winwithcelsius.com.au/viva by 9 April 2025
- 18. Major and minor prize winners must provide the Promoter with confirm acceptance of the prize by responding via email or phone within **14 days** of being contacted by the Promoter to redeem their Prize. If the Promoter does not receive the winner's confirmed acceptance or a response within that period, the Prize will be void and no compensation will be payable.
- 19. Minor prize winners will be sent their prize to their email within 14 working days of providing acceptance of prize.
- 20. A draw for any unclaimed Prizes may take place on 6 June 2025 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 last name, first initial and postcode will be published on winwithcelsius.com.au/viva from 10 June 2025.
- 21. Neither the Agency, 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.
- 22. 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 winners may be asked to show valid proof of identity at the time of collecting their prize.
- 23. 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.
- 24. The Promoter's decision is final on all matters and no correspondence will be entered into.
- 25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

- 26. The Promoter reserves the right to verify the validity of a winners' 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 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 participating in the 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. The Promoter and the Agency collect and hold personal information provided by entrants for the purposes of this Promotion and for future promotional purposes. For the purposes of notifying the winner and facilitating redemption of a prize, the Promoter and the Agency may pass winners' personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from entering the promotion or being able to receive a prize. All personal information provided by entrants will be held by the Promoter. Under the Privacy Act 2020, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to promos@raydar.co.nz
- 33. Authorised under: Permit No's: ACT TP 24/02809, NSW Authority TP/04004 and SA T24/2150