

# Pepsi Spin to Win Merch Promotion

## Terms and Conditions

<b>Promoter</b>	Asahi Beverages Pty Ltd (ABN 51 004 243 994), 58 Queens Bridge Street, Southbank VIC 3006.															
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.															
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.															
<b>Competition Period</b>	12.01am (AEDT) on 03/04/2024 to 11.59pm (AEST) on 22/05/2024.															
<b>Where will the competition run?</b>	The competition will run in Woolworths supermarkets (including online at <a href="http://www.woolworths.com.au">www.woolworths.com.au</a> ) which are displaying promotional material ( <b>Stores</b> ) in Australia.  Woolworths supermarkets excludes Ampol Woolworths MetroGo, Metro 60, MILKRUN, and Everyday Market by Woolworths stores.															
<b>Website</b>	<a href="http://www.pepsimerch.com.au">www.pepsimerch.com.au</a>															
<b>Qualifying Purchase</b>	Buy 1 or more Pepsi carbonated soft drink product/s, in 1 transaction.															
<b>Entry instructions</b>	<p>To enter, you must, during the Competition Period:</p> <p>(a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt;</p> <p>(b) visit the Website or scan the QR code on advertising materials to locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information; then</p> <p>(c) play the 'spin the wheel' game on the Website and if the pin lands on a prize, you will instantly win that prize.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p> <p><b>Bonus entries</b></p> <p>To receive a bonus entry you must make 2 or more Qualifying Purchases in 1 transaction, with a maximum of 8 total entries including bonus entries per transaction, as follows:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Total No of Products per Qualifying Transaction</th> <th>Total No of Entries</th> <th>Total No of Spins</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">4 or more</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> </tr> </tbody> </table> <p>For the avoidance of doubt, to receive your bonus entries you must have made the purchase in 1 transaction and this must be visible on your Qualifying Purchase Receipt. E.g. 4 Qualifying Purchases (4 x Pepsi product/s) on 1 Qualifying Purchase Receipt will equal 8 total entries.</p>	Total No of Products per Qualifying Transaction	Total No of Entries	Total No of Spins	1	1	1	2	4	4	3	6	6	4 or more	8	8
Total No of Products per Qualifying Transaction	Total No of Entries	Total No of Spins														
1	1	1														
2	4	4														
3	6	6														
4 or more	8	8														

<b>How are instant win prize/s awarded?</b>	There are up to 3,600 instant win prizes to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at KollwitzOwen Pty Ltd Suite 8/799 Springvale Road, Mulgrave VIC 3170 ( <b>KollwitzOwen</b> ) .		
<b>What can I win?</b>	There are up to 3,600 instant win prizes available to be won, as follows:		
	<b>Prize</b>	<b>No. of Prizes (up to)</b>	<b>Prize Value</b>
	<b>Total Prize Value (up to)</b>		
	<b>Tote Bag</b>	400	\$29.99
	<b>Wireless Speaker</b>	200	\$69.99
	<b>Wireless Headphones</b>	200	\$49.99
	<b>T-Shirts (Adult Size)</b>	700	\$39.99
	<b>Hoodie (Adult Size)</b>	400	\$49.99
	<b>Bomber Jacket (Adult Size)</b>	50	\$550
	<b>Cap (Adult Size)</b>	850	\$29.99
	<b>Beanie (Adult Size)</b>	500	\$29.99
	<b>Bucket Hat (Adult Size)</b>	300	\$19.99
	<b>Total:</b>	3,600	<b>\$157,964.50</b>
	Instant win prizes will be sent to each winner's nominated Australian residential address as specified in their online entry form within 28 days of verification.		
	Delivery of some prizes may be delayed due to but not limited to, production/ manufacturing delays, government restrictions/orders and national/state/overseas border closures). If delivery/availability is delayed, the Promoter will keep the prize winners informed and updated as to when they can expect to receive their prize.		
<b>Total prize pool</b>	The total prize pool is up to \$157,964.50		
<b>How many times can I enter?</b>	You can enter multiple times. Each entry must be submitted separately in accordance with these Terms and Conditions.		
<b>How and when will the winner/s be informed?</b>	You will get a return message (immediately onscreen) acknowledging your entry and informing you if you have won an instant win prize. You will also receive a follow up email confirming the instant prize you have won and how to claim your prize.  If you win a prize valued at \$250 or over, your name and state/territory of residence will be published on the Website on 27/05/2024.		
<b>Proof of purchase</b>	You must keep the following as proof of purchase for all entries: <ul style="list-style-type: none"> <li>original itemised purchase receipt(s)</li> </ul> If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.  Proof of purchase must be identical to that provided by you with your entry. If, in the Promoter's opinion based on the available information, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.		
<b>Unclaimed prize/s</b>	<b>Prize claim date:</b> 5pm (AEST) on 24/06/2024.  <b>Unclaimed prize determination:</b> 12pm (AEST) on 25/06/2024 at the same location as the original draw.  If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants. Any winner/s will be informed in writing by email within two business days of determination.		

	<p>Winners of prizes valued at \$250 or over will have their name and state/territory of residence published on Website on 28/06/2024.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on the Website on 26/07/2024.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p> <p>The Promoter's Privacy Policy (see <a href="https://asahi.com.au/privacy">https://asahi.com.au/privacy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP24/00207</p> <p>SA Licence No. T24/168</p> <p>NSW Authority No. TP/00957</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
  - (b) booking and availability of flights, accommodation and events;
  - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);
  - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
  - (e) travel dates and specified travel exclusion periods;

- (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
  - (g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required; and
  - (h) a requirement to present your credit card when checking in to accommodation.
- 4 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason beyond the Promoter's reasonable control. In that case you/your companion/s forfeit your entitlement to that event/activity and the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

#### **General**

- 7 Any material failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 8 For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 9 If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 10 You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 11 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 12 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 13 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they materially breach these conditions, whether or not legally bound by them.

- 14 If you (or your companion/s, if applicable), in the reasonable opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 15 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 16 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 17 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 18 If publication will take place, by entering, you request that your full address not be published.
- 19 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 20 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 21 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

- 22 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.
- 23 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 24 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 25 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.