

Consumer Promotion Terms & Conditions ("Conditions of Entry")

| Schedule | | | | | | | | | |
|--|--|-------------------|---|-------------------|----------------|--|---|----------------|---|
| Promotion: | Duracell x Williams Racing Motorsports | | | | | | | | |
| Promoter: | The Promoter is DURACELL AUSTRALIA PTY LTD (ABN 76 604 686 615) of 49 Industrial Road Unanderra, NSW, 2526, Australia. | | | | | | | | |
| Promotional Period: | Start date: 28/01/2024 End date: 27/02/2024 | | | | | | | | |
| Eligible entrants: | Entry is only open to Australian residents who are 18 years and over. | | | | | | | | |
| Participating Stores | A Participating Store is any store located in Australia that displays advertising material relating to this promotion and stocks the Eligible Product (defined below) during the Promotional Period ("Participating Store"). | | | | | | | | |
| How to Enter: | To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) purchase any Duracell battery (each an "Eligible Product"), in a single transaction, from a Participating Store ("Qualifying Transaction"); b) visit www.duracell.com.au/win , follow the prompts to the promotion entry page, input the requested details (including first name, last name, email address, full postal address and phone number); c) upload a photo of their receipt; and d) submit the fully completed online entry form. Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction. | | | | | | | | |
| Entries permitted: | Multiple entries permitted subject to the following: a) maximum of one (1) entry permitted per Qualifying Transaction (regardless of the number of Eligible Products purchased in excess of one (1) in that transaction); and b) each entry must be submitted separately and in accordance with entry requirements. The entrant is eligible to win a maximum of one (1) Minor Prize (defined below) (excludes SA residents). | | | | | | | | |
| Total Prize Pool: | AUD\$29,600.00 | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize Description</th> <th style="width: 10%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 25%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> Major Prize: One (1) Melbourne Race Trip Prize: The first valid entrant drawn will win one (1) trip for two (2) adults to attend a motorsports event in Melbourne, Victoria on 21/03/24 – 25/03/24. The prize includes the following: <ul style="list-style-type: none"> • Two (2) x return economy airfares from the winner's nearest capital city to Melbourne, Victoria; • Return private transfers from Melbourne Airport, Victoria to the accommodation for two (2) adults; • All airline and airport taxes; • Ground transportation to/from scheduled events for two (2) adults; • Four (4) nights 4-star accommodation at Hotel Indigo Melbourne on Flinders, 575 Flinders Ln, Melbourne VIC 3000 – twin share (or similar) with breakfast included; </td> <td style="text-align: center; vertical-align: top;">1</td> <td style="text-align: center; vertical-align: top;">AUD\$20,000.00</td> <td style="vertical-align: top;">The draw will take place at S8, 799 Springvale Rd, Mulgrave VIC 3170, Australia on 29/02/2024 at 12:00 pm AEDT, in the presence of an independent scrutineer.</td> </tr> </tbody> </table> | | Prize Description | Number of this prize | Value (per prize) | Winning Method | Major Prize: One (1) Melbourne Race Trip Prize: The first valid entrant drawn will win one (1) trip for two (2) adults to attend a motorsports event in Melbourne, Victoria on 21/03/24 – 25/03/24. The prize includes the following: <ul style="list-style-type: none"> • Two (2) x return economy airfares from the winner's nearest capital city to Melbourne, Victoria; • Return private transfers from Melbourne Airport, Victoria to the accommodation for two (2) adults; • All airline and airport taxes; • Ground transportation to/from scheduled events for two (2) adults; • Four (4) nights 4-star accommodation at Hotel Indigo Melbourne on Flinders, 575 Flinders Ln, Melbourne VIC 3000 – twin share (or similar) with breakfast included; | 1 | AUD\$20,000.00 | The draw will take place at S8, 799 Springvale Rd, Mulgrave VIC 3170, Australia on 29/02/2024 at 12:00 pm AEDT, in the presence of an independent scrutineer. |
| Prize Description | Number of this prize | Value (per prize) | Winning Method | | | | | | |
| Major Prize: One (1) Melbourne Race Trip Prize: The first valid entrant drawn will win one (1) trip for two (2) adults to attend a motorsports event in Melbourne, Victoria on 21/03/24 – 25/03/24. The prize includes the following: <ul style="list-style-type: none"> • Two (2) x return economy airfares from the winner's nearest capital city to Melbourne, Victoria; • Return private transfers from Melbourne Airport, Victoria to the accommodation for two (2) adults; • All airline and airport taxes; • Ground transportation to/from scheduled events for two (2) adults; • Four (4) nights 4-star accommodation at Hotel Indigo Melbourne on Flinders, 575 Flinders Ln, Melbourne VIC 3000 – twin share (or similar) with breakfast included; | 1 | AUD\$20,000.00 | The draw will take place at S8, 799 Springvale Rd, Mulgrave VIC 3170, Australia on 29/02/2024 at 12:00 pm AEDT, in the presence of an independent scrutineer. | | | | | | |

| | | | |
|--|--|-------------|---|
| <ul style="list-style-type: none"> Two (2) x three (3) Day tickets to a motorsports event selected by the Promoter in Melbourne, Victoria valued at AUD\$2,875 each; and <p>If the winner resides within Victoria and does not require airfares, they will be offered the choice of either a return private transfer from their home to the accommodation for two (2) adults or if the winner chooses to drive to the accommodation, they will receive a petrol and parking allowance valued up to AUD\$2,000.</p> <p>The winner will be required to liaise with the Promoter and the Promoter's nominated travel agency to determine the specific details of the prize, including times of travel, duration of accommodation and the applicable flight/transport arrangements.</p> | | | |
| <p>Minor Prize: The prize is a Williams racing merchandise pack which consists of the following:</p> <ul style="list-style-type: none"> One (1) x Williams Racing Team Cap – Navy (valued at AUD\$60 RRP); One (1) x Williams Racing Water Bottle – Electric Blue (valued at AUD\$45 RRP); One (1) x Williams Racing Men's Team T-Shirt (Large) – Navy (valued at AUD\$100 RRP); One (1) x Williams Racing Women's Team T-Shirt (Medium) – Navy (valued at AUD\$100 RRP); and One (1) x Williams Racing Hoodie (Large) – Navy (valued at AUD\$175 RRP); | 20 | AUD\$480.00 | The draw will take place at S8, 799 Springvale Rd, Mulgrave VIC 3170, Australia on 29/02/2024 at 12:00 pm AEDT, in the presence of an independent scrutineer. |
| <p>Prize Conditions:</p> | <p>Major Prize</p> <p>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. Travel must be taken between 21/03/24 – 25/03/24. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable. Winner is responsible for any amendment's fees issued by airlines or suppliers once booking is confirmed and ticketed. 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. It is the winner's responsibility to organise transport to/from the airport departure/return point. Prizewinner and travel companions must have valid travel insurance for their period of travel. The winner and their companion must depart from and return to the same departure point and travel together. The winner may be required to provide their credit card at the time of accommodation check in. Itinerary to be determined by the Promoter and Free2Travel in their absolute discretion. Frequent Flyer points do not form part of any prize unless specified otherwise. Prize is subject to the standard terms and conditions of individual prize and service providers.</p> | | |
| <p>Winner notification:</p> | <p>The winners will be contacted by email within seven (7) business days of the draw. The winners will be published at www.duracell.com.au/win by 05/03/2024.</p> | | |
| <p>Unclaimed Prizes:</p> | <p>Prizes must be claimed by 12/03/2024 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 13/03/2024 at 12:00 pm AEST at S8, 799 Springvale Rd, Mulgrave VIC 3170, Australia . The winners of the redraw will be notified by email within seven (7) business days of the redraw. The winners will be notified publicly (and their details published) at www.duracell.com.au/win by 15/03/2024.</p> | | |

| | |
|--|---|
| | If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at www.duracell.com.au/win . |
|--|---|

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Employees (and their immediate family members) of the Participating Stores, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
4. All reasonable attempts will be made to contact each winner.
5. Subject to the unclaimed prize draw clause, if any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
6. Entrants must keep their proof of purchase specified in the How to Enter 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.
7. The motorsports ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject **the** winner (and/ his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
8. 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.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. 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, subject to any written directions of a regulatory authority.

11. 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.
12. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act 1988* (Cth) and its privacy policy which is located at <https://www.duracell.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. 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 Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
21. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. The entrant 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.
25. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
26. 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.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. Authorised under: **NSW Authority TP/03165. ACT Permit No. TP23/02509. SA Permit No. T23/1924.**