

SCHEDULE

Promotion: Gatorade Social Cricket Bat Giveaway

Website: www.gatorade.com.au/terms-and-conditions

Promoter: PepsiCo Beverages Singapore Pty Ltd (ABN 28 609 497 832), 799 Pacific Highway, Chatswood NSW 2067, phone 1800 025 789.

Entry Restrictions: Entry to the Promotion is open to Australian residents currently living in Australia, aged 18 years and over who fulfil the entry requirements and who are able to take the prize on the specified dates. Must take a unique screenshot and share from their publicly visible Instagram account.

Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies associated with this Promotion are ineligible to enter.

“Immediate families” includes a spouse, ex-spouse, de-facto spouse, parent, step-parent, child or step-child (whether natural or adopted), sibling or step-sibling (whether natural or adopted), grandparent, aunt, uncle, niece, nephew or cousin, whether or not they live in the same household as the director, manager, employee, officer or contractor.

Promotion Period: Starts at 19:00 (AEDT time) on 01/12/2022. Ends at 23:59 (AEDT time) on 14/12/2022.

Entry Mechanic: Entrants must, during the Promotion Period:

1. Locate Gatorade Australia (@gatoradeaustralia) promotional post in partnership with Marnus Labuschagne (@marnus3) on Instagram (**Promotional Post**); and
2. Using the entrant’s publicly visible Instagram profile:
 - a. tag three (3) of the entrant’s friends with active and publicly visible Instagram profiles in a comment to the Promotional Post; and
 - b. Follow @gatoradeaustralia.

Each valid entry will go in the draw to win four (4) Marnus Labuschagne signed Kookaburra Cricket bats. Entries are deemed to be received at the time and on the date that they are received by Instagram. Each entrant must create their own entry and only submit an entry in their own name.

Entrants must enter using their own Instagram account.

Maximum Number of Entries: Limit of one entry per person, per day.

Prize Draw: The draw will take place at 12:00 (AEDT time) on **15/12/2023**. The first (1) valid entry drawn will receive a prize.

Prize: The prize consists of four (4) Marnus Labuschagne signed Kookaburra Cricket bats, valued at \$1000.00. Prize value is the estimated market value (including GST) in Australia and is correct at time of printing.

Limit of one (1) prize per person (except for SA residents). In the event that an entrant wins more than one prize (except for SA residents), the first prize won will be awarded and the remaining prizes will be redrawn.

Total Number of Prizes: 1

Total Prize Pool: \$1000.00

Notification of Winner: Winner will be notified via a direct message from Marnus’ Instagram account on **15/12/2023**.

Prize Delivery: The Prize will be delivered to the winner(s) within 28 days of the draw by post to the winner’s Australian mailing address (provided with their entry).

Unclaimed Prize Allocation: If a winning entry is deemed invalid, or if a prize is not accepted or claimed within three (3) months of the draw, the relevant winner’s entry will be deemed invalid and the Promoter will conduct such further draws at 12:00 (AEDT time) on **15/03/23** at the same location as the original draw as necessary to distribute the

prizes, subject to any written directions given by any relevant authority. Any winners in this draw will be notified in writing and will have their name and State or Territory of residence published on Gatorade Australia Instagram Profile on 07/03/2022. If there are any unclaimed prizes, each unclaimed prize will be distributed to the next valid entry randomly drawn in descending order of value until all unclaimed prizes are awarded.

TERMS OF ENTRY

These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

Entry

1. By entering the Promotion, entrants accept these Terms of Entry.
2. Entry is open only to entrants who comply with the Entry Restrictions. To enter the Promotion, entrants must follow the Entry Mechanic.
3. Entrants may submit up to the Maximum Number of Entries. Entries must be received by the Promoter during the Promotion Period.
4. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
5. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
6. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
7. Any form of automated entry using any device or software is prohibited and will render an entry invalid.

Prize Draw

8. The Prize(s) will be awarded to the winner(s) drawn in accordance with the Prize Draw. The judges' decision is final and no correspondence will be entered into.
9. Each entrant warrants and agrees that: (i) the entrant has created the entry themselves; (ii) the entrant will not submit material in their entry that is copyrighted or otherwise subject to third party proprietary rights, unless the entrant is the owner of those rights; (iii) the entry has not been previously published in any other medium or forum; (iv) the entrant will not submit material that is unlawful, obscene, defamatory, derogatory, threatening, pornographic, sexually inappropriate, violent, abusive, harassing, hateful, racially, religiously or ethnically offensive, or encourages, evidences or indicates conduct that would be considered a criminal offence, give rise to civil liability or violates any law; (v) the entry will not contain viruses or cause injury or harm to any person or entity; and (vi) the entrant has not granted rights to their entry to any other person which are inconsistent with the rights granted to the Promoter.
10. Entries that are found to have been derived from third party work will be considered invalid and, if awarded a Prize, that Prize must be returned to the Promoter. Without limiting the generality of other conditions, the Promoter reserves the right to take legal action against anyone found to have breached this condition. The Promoter reserves the right in its sole discretion to: (i) not consider any entry which is not in accordance with these conditions of entry; and (ii) disqualify any individual who the Promoter has reason to believe has breached any of these Terms of Entry or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages and other compensation are reserved.
11. All entries become the property of the Promoter and cannot be returned. As a condition of entry, entrants agree to irrevocably and unconditionally assign to the Promoter all of their right, title and interest (including without limitation all intellectual property rights such as present and future copyright) in and to their entry and, if requested by the Promoter, to sign a document (in a form to be determined by the Promoter) to acknowledge this assignment to the Promoter.

12. Without limiting clause, each entrant acknowledges and agrees that if their entry wins, the Promoter (and each of its assignees and licensees) has the right, in its absolute discretion, to display, distribute, edit, adapt, amend, copy, use, commercialise, translate, publish, broadcast and communicate to the public, the entry (or any part thereof) in any media, at any time, without any further consultation, reference, payment or any other compensation to the entrant.
13. By entering this Promotion each entrant consents to the Promoter (and each of its assignees and licensees) doing or omitting to do anything which may infringe any and all moral rights of the entrant including to edit, alter and reproduce the entry, and that such consents have been obtained to the full extent permitted under the *Copyright Act 1968* (Cth).
14. Each prize winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their name and image in promotional material in any medium throughout the world.
15. Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid and not eligible to win a prize.
16. If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

Prize(s)

17. The winner(s) will be notified in accordance with the Notification of Winner(s).
18. The Prize(s) will be delivered to the winner(s) in accordance with the Prize Delivery. Once any prize has left the Promoter's (or supplier's) premises, the Promoter will not be responsible for any delay in delivery, loss or damage to the Prize.
19. In the event of a Prize not being accepted or claimed, the Prize will be distributed in accordance with the Unclaimed Prize Allocation.
20. 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) by any person in connection with this Promotion or accepting or using any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The Promoter may require the winner(s) to verify their entry and provide proof of purchase (if applicable), identity, age and/or residence at the nominated Prize delivery address. Proof considered suitable for verification is at the Promoter's sole discretion.
22. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from the manipulation of, or tampering with, the entry process or the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.
23. If, due to any reason whatsoever, the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
24. No Prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner and cash will not be supplied for that element of the Prize. The Promoter accepts no responsibility for any variation in the value of a Prize.
25. Where a Prize is unavailable for any reason, the Promoter may substitute for that Prize another item of equal or higher value as determined by the Promoter. Without limiting the foregoing, the Promoter may, in its absolute discretion, substitute cash for any Prize (the amount of cash being equal to the Prize value specified for that Prize in the Schedule).

General

26. The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
27. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
28. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this Promotion or of these terms, subject to applicable laws.
29. 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 including the *Competition and Consumer Act 2010* (Cth).
30. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to 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.
31. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including (where the entrant has opted in) contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. Entrants can read the Promoter's Privacy Policy at <http://www.pepsico.com.au/privacy/>. Entrants can request access, updates and corrections to their personal information by contacting our privacy officer at consumer.cic@pepsico.com or 1800 025 789.
32. Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.
33. Each entrant is providing their information to the Promoter and not to Meta. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Meta. Each entrant completely releases Meta from any and all liability in relation to this Promotion.