

V MUSIC DROP 2.0 2021 NZ PROMOTION

TERMS AND 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 and conditions.
2. The promotion is open to New Zealand residents aged 18 years and over.
3. 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. The promotion will be run in participating The Warehouse Group Limited (**TWL**), Mobil, Night'n Day, Caltex and Red Circle stores and any other store which displays material advertising this promotion (each a "**Participating Store**").
5. Entries into the promotion open at:
 - (a) 12.01am on 27 September 2021 and close at 11.59pm on 24 October 2021 in participating Red Circle, Night'n Day and Caltex stores;
 - (b) 12.01am on 28 September 2021 and close at 11.59pm on 25 October 2021 in participating Mobil stores;
 - (c) 12.01am on 29 September 2021 and close at 11.59pm on 27 October 2021 in participating TWL stores;
 - (d) 12.01am on 27 September 2021 and close at 11.59pm on 1 November 2021 at all other stores displaying material that advertises the promotion.

(each a "**Promotional Period**").
6. Entries received outside of the Promotional Period for the Participating Store in which the Qualifying Transaction is made will not be entered into the Prize draw.
7. To be eligible to enter, individuals must purchase any two (2) V Energy drink products ("Qualifying Products") in a single transaction from a Participating Store during the applicable Promotional Period for that Participating Store, and collect a unique code from counter staff at the time of purchase of the Qualifying Products ("**Qualifying Transaction**") or a transaction receipt, in the event the Qualifying Transaction is made at a Participating TWL Store. In the event that a unique code 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. For the avoidance of doubt, V Energy multipacks count as one (1) Qualifying Product.
8. If an individual purchases the Qualifying Products from a Participating TWL Store, they must obtain a receipt with a valid unique entry code from counter staff upon completion of their Qualifying Transaction. In the event that a transaction 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 TWL Store.

9. To enter, individuals must then visit www.vmusicdrop.com, input the requested details, including full name, phone number, email address and unique code, then submit the fully completed entry form during the Promotional Period for the Participating Store in which the Qualifying Transaction was made.
10. Any cost associated with accessing the promotional website is the entrant's responsibility, and is dependent on the Internet service provider used by that entrant.
11. Multiple entries are permitted, subject to the following:
 - (a) only 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; as set out in clauses 7-9;
 - (c) a maximum of one (1) entry per person per day is permitted.
12. There are one hundred and eighty (180) prizes available to be won. Five (5) prizes will be awarded for each day between 27 September 2021 and 1 November 2021. Winners can choose their prize from the following prize options:
 - 3x 3-month and 1x 1-month Spotify Premium subscription gift cards (valued at \$150 NZD)
 - 1x \$150 JB Hi-Fi digital gift card
 - 1x \$150 iTunes digital gift card
 - 1x \$150 Ticketmaster e-gift card
 - 1x \$150 Ticketek discount code,each a **Prize**.
13. This promotion is in no way sponsored, endorsed or administered by or associated with Spotify AB, Apple Inc., JB Hi-Fi NZ Limited, Ticketmaster NZ Limited or Ticketek New Zealand Limited.
14. The Prizes, or any unused portion of a Prize, are not transferable, changeable or redeemable for cash.
15. 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 prize.
16. The Prize winners will be determined by way of random draw from all valid entries received by the Promoter during each Promotional Period on 13 November 2021. Entries will be split into groups based on the date on which that entry was received by the Promoter. The Prize winners will be the first five (5) valid entries randomly drawn from each group of valid entries received by the Promoter daily between 27 September 2021 and 01 November 2021. For the avoidance of doubt, there will be one hundred and eighty (180) Prize winners drawn in total, and 5 Prize winners for each day between 27 September and 01 November 2021. The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
17. All Prize winners will be contacted by phone or email via the details provided at the time of entry. The winner will be the registered owner of the phone number provided at the time of entry.

18. In the event that an ineligible entry is drawn, or the Promoter is unable to contact a winner within seven (7) days of first attempting to notify the winner, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original Prize draw. If a winner cannot accept or take part in the Prize for any reason, that winner's Prize will be void and no compensation will be payable.
19. Winners must provide the Promoter with a valid email address within 7 days of being contacted by the Promoter. If the Promoter does not receive a winner's valid email address within that period, their Prize will be void and no compensation will be payable.
20. The Prize will be emailed to the winner's nominated email address within 31 days of the winner providing the Promoter with a valid email address.
21. The Promoter's decision is final on all matters and no correspondence will be entered into.
22. 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.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
25. The Promoter reserves the right to verify the validity of a 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.
26. 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.
27. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without any claim to compensation from the winners, and the ensuing copyright will rest with the Promoter. Winners agree to make themselves reasonably available for this purpose. All promotion entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entries to the Promoter.
28. 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.
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. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
31. 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 a Prize, howsoever caused.
32. 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.
33. The Promoter and Raydar Limited (318 Richmond Road, Grey Lynn, Auckland 1021) (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 the Prize, the Promoter and the Agency may pass the winner's personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from being able to receive a Prize. All personal information provided by entrants will be held by the Promoter and/or the Agency. 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 and/or the Agency by sending an email to promos@raydar.co.nz.
34. The Promoter is Frucor Suntory New Zealand Limited, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. Any questions relating to this promotion should be referred to promos@raydar.co.nz.