

## **Energizer® Walk to Work Promotion**

### **TERMS AND CONDITIONS**

#### **Promotion**

1. Information on how to enter and the prize details form part of these Terms and Conditions. Entry into the “Energizer® Walk to Work” promotion (“**Promotion**”) is deemed to be acceptance of these Terms and Conditions.
2. The Promoter is Energizer Australia Pty Ltd of 1 Figtree Drive, Sydney Olympic Park NSW 2127, Ph: (02) 9763 6111. ABN 91 003 539 026.
3. The Promotion commences at 9am AEST on 28<sup>th</sup> September 2017. Entries must be completed by 11.59pm AEDT on 25<sup>th</sup> October 2017 (“**Promotion Period**”).

#### **Eligibility and Entry**

4. Entry in the Promotion is only available to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion and to the Terms and Conditions.
5. Management, employees, directors and contractors (and their immediate families) of the Promoter, the Promoter’s associated companies and other agencies or companies associated with the Promotion are ineligible to enter the Promotion. 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 1<sup>st</sup> cousin.
6. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted from that source and by that entrant invalid.
7. To be eligible to enter the Promotion, an entrant must have liked the Energizer Australia Facebook page during the Promotional Period.
8. All eligible entrants who comply with these Terms and Conditions are eligible to win a prize.

## How to Enter

9. To enter the Promotion, eligible entrants must during the Promotion Period:
- Visit and like [www.facebook.com/energizeraustralia/](http://www.facebook.com/energizeraustralia/) page
  - Go to the promotional post and enter their relevant answer to the question in the comment section during the Promotional Period.

| PROMO DATE        | QUESTION TO ANSWER  | DRAW TIME & DATE      | NO. OF PRIZES |
|-------------------|---|-----------------------|---------------|
| 28.09.17-04.10.17 | Register and tell us 'How long your Walk to Work is?'             | 10AM AEST<br>05.10.17 | 50            |
| 05.10.17-11.10.17 | Tell us why you are walking to work?                              | 10AM AEDT<br>12.10.17 | 50            |
| 12.10.17-18.10.17 | Tell us what your workplace is doing to support walk to work day? | 10AM AEDT<br>19.10.17 | 50            |
| 19.10.17-25.10.17 | Tag your colleagues to encourage them to Walk to Work             | 10AM AEDT<br>26.10.17 | 50            |

10. Prizes will be drawn on the time and date specified in the table above. Draws will take place at 586A Pittwater Road, North Manly NSW 2100.
11. Entries received outside of the Promotion Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of submission by the entrant.
12. The Promoter may draw five (5) additional reserve entries in the minor prize draws and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept the prize. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process the prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 34.

## Verification

13. The Promoter may, at any time, verify the validity of any entry into the Promotion, and any entrant (including but not limited to an entrant's identity, age, place of residence and eligibility to enter the Promotion and claim a prize).
14. 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.
15. The Promoter may disqualify any entrant who submits an entry or claim that is not in accordance with these Terms and Conditions or who tampers with the entry or claim process.

16. Errors and omissions may be accepted at the Promoter's discretion.
17. Incomplete or indecipherable entries and claims will be deemed invalid.
18. The Promoter will have no liability to any entrant who provides incomplete or incorrect information.

## **Prizes**

19. The prizes are 50 x black Fitness Trackers (valued at RRP\$50 each) to be won per week. Total of 200 x Fitness Trackers to be won during the Promotional Period.
20. The total prize pool is up to (inclusive of GST) \$10,000.
21. If a prize is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of equal value and/or specification, subject to any directions from a regulatory authority and the winner will be notified accordingly.
22. Winners are selected at random.
23. The names of the winners will be published on the [www.facebook.com/energizeraustralia/](http://www.facebook.com/energizeraustralia/) page [Document1](#) within seven (7) days of the prize draws.
24. All prizes from the advertised prize pool will be distributed.
25. Upon successful submission of their entry at [www.facebook.com/energizeraustralia/](http://www.facebook.com/energizeraustralia/) winners will be notified within three (3) working days via email if they have won a prize. The prize will be sent to the winner within 28 working days of the draw.

## **Prize Conditions**

26. It is the responsibility of the winner to advise the Promoter of their correct address details. The Promoter will not be responsible for any lost or damaged prizes.
27. The prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The prize cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.
28. If the prize winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian, on behalf of the prize winner.

29. No entrant may win more than one Prize (except residents of South Australia who may win more than one Prize). Once an entrant has won a Prize, they are ineligible to win any more prizes in the Promotion.
30. Despite anything set out above, residents of South Australia may win more than one Prize.
31. Printing errors or other quality assurance matters outside the control of the individual player will not be used as the sole basis for refusing to award a prize.
32. Rewards will be delivered to the winners within 28 working days of the draw, subject to any processing or delivery delays. Winners will be notified of any delay.

### **Unclaimed Prize Draw**

33. Subject to any written directions given by a relevant lotteries or gaming authority (as applicable), a draw will be held to award any Prizes that have not been awarded ("**Unclaimed Prize Draw**").
34. The Unclaimed Prize Draw will be held at 10am AEDT on 15 January 2018 at 586A Pittwater Road, North Manly NSW 2100.
35. All entrants will be automatically entered into the Unclaimed Prize Draw.
36. The unclaimed Prize (if any) will be awarded to the first valid entry drawn in the Unclaimed Prize Draw. The Unclaimed Prize Draw will continue until all unclaimed Prizes have been distributed. Winners (if any) of the Unclaimed Prize Draw will be notified in writing within two (2) business days of the draw and winners' names will be published on the [www.facebook.com/energizeraustralia/](http://www.facebook.com/energizeraustralia/) on 17 January 2018.

### **General**

37. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or voice recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and promoting any products manufactured, distributed or supplied by the Promoter.
38. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
39. The Promoter's decision is final and no correspondence will be entered into.
40. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:

- a) disqualify any entrant; or
  - b) subject to any directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
41. The Promoter is not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Promotion, including using the prize or any inability to use the prize, except for any liability which cannot be excluded by law.
42. Any cost associated with accessing the Promotional Website is the entrant's responsibility and is dependent on the service provider used. Use and availability of the internet is dependent on many factors beyond the Promoter's control and the Promoter makes no warranty that the Promotional Website will be available at any particular time.
43. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided in the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
44. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury, or any loss or damage of any other kind (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of:
- a) the Promotion;
  - b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - c) any theft, unauthorised access or third party interference;
  - d) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - e) any variation in prize value to that stated in these Terms and Conditions;
  - f) any tax liability incurred by a winner or entrant; or
  - g) use of a prize or any offer.
45. If the Promoter becomes liable to any person under any law which cannot be excluded, including any implied warranties or guarantees, the Promoter's liability will be limited to one of the following, at the Promoter's election:
- a) the re-supply of any goods supplied or the cost of re-supplying the goods in question; or
  - b) the re-supply of any services supplied or the cost of re-supplying the services in question.

46. All entries become the property of the Promoter. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, reward suppliers and, as required, to Australian regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.energizerholdings.com/en/pages/privacypolicy.aspx>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose an entrant's personal information to any entity outside of Australia.
47. Facebook may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree:
- a) that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook; and
  - b) to release Facebook from all liability in relation to this Promotion.

Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

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