

“ARMOR ALL FATHER’S DAY” PROMOTION

TERMS AND CONDITIONS

Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

PART A

1. **Competition Type:** This Competition is a game of skill and chance plays no part in determining the Winner.
2. **Promoter:** Energizer Australia Pty Ltd (ACN 003 539 026) (**Promoter, us, we**)
3. **Entry Requirements:** Entry is only open to Australian and New Zealand residents aged 18 years or over as at the commencement of the Promotional Period (**Entrant**). Submissions to this Competition must be made via the steps set out below. Following such Entry Requirements will be deemed as acceptance of these Terms and Conditions.
4. **Maximum entries:** Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted per Qualifying Transaction (regardless of the number of products purchased in a Qualifying Transaction); (b) each entry submitted by an Entrant must be substantially unique; and (c) each entry must be submitted separately and in accordance with Entry Requirements.
5. **Number of winners:** There will be a maximum number of 1x Winner constituting 1 x winner of a Major Prize.
6. **Promotional Period:** Promotion commences at 12.01am AEST on Monday, 14 August 2023. Entries close at 11:59pm AEST on Sunday, 17 September 2023.
7. **Prizes:** The Winner of the Major Prize will receive 1 x F1 Signed Memorabilia Package consisting of (a) 1 x set of signed driver gloves by Max Verstappen and (b) 1 x signed racewear jersey by Checo (**Major Prize**). For the purposes of this Competition, the total prize pool is estimated to be no more than \$4,880.70 AUD. Values are the recommended retail value and are correct at the time of publication. The Promoter accepts no responsibility for any variation in the value of the prizes. Any additional expenses incurred as a result of winning the Prize, such as any requirements to travel, etc, are the sole responsibility of the Winner.
8. **Prize date and judging of winner:** The Promoter’s staff members will judge the entries based on the quality and creativity of the submission with reference to the judging criteria set out in these Terms and Conditions. An initial shortlist will first be determined, following which a pre-determined criteria will then be used to judge the Winner of the Major Prize from that shortlist. Judging will take place at 23 Chuter St, McMahons Point, NSW 2060 (**Head Office**) at 12pm on Monday 25th September 2023. The Winner as judged by the Promoter will win the Prizes.
9. **Winner Eligibility:** To be eligible to win, the Entrant’s details provided to us must contain correct and accurate information. Employees (and their immediate families) of the Promoter, participating retailers 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 1st cousin. Professional gamers are also ineligible to enter this Promotion.
10. **Notification of Winner:** The Winner will be personally notified via telephone and email and their names will be published on <https://armorallpromo.com/> within 2 days of the judging date. The Winner is solely liable for checking their emails, providing any further details required by the Promoter to deliver the Prize, and redeeming the Prize. The Promoter will not be liable for any losses incurred by the Winner for errors or inaccuracies in the details provided by the Winner or any failure to redeem any Prizes, including where the Prize expires due to acts or omissions of the Winner. The Promoter will not provide any replacement Prizes. Any failure to redeem a Prize by its expiry date will be considered a forfeiture of such Prize by the Winner. Prizes will not be re-drawn once a Winner is notified or if the Prize is uncollected.

11. **Prize Delivery:** The Major Prize will be delivered to a physical address in Australia or New Zealand. The Promoter is not liable for any damage to the Prize or loss (financial or otherwise) which occurs in connection with the delivery of the Prize.

Part B

Information on how to enter and information provided in Part A and this Part B form part of these Terms and Conditions and by entering into this Competition, each Entrant is deemed to have accepted and understood these Terms and Conditions. The Entrant agrees that these Terms and Conditions constitute all of the terms and conditions between the Entrant and Promoter governing this Competition.

Participation

1. To enter, Entrants must meet all of the Entry Requirements to enter the Competition as set out in the Schedule. The Entrant warrants and represents to the Promoter that it meets all of the Entry Requirements.
2. The Competition will be open during the Promotion Period. Only entries received by Promoter during the Promotion Period will be considered. Entries are deemed to be received at the time of receipt by Promoter and not at the time of transmission by the Entrant. Entries received outside by the Promoter the Promotion Period will be deemed invalid.
3. In addition to the Entry Requirements in Part A, to be eligible to enter the Competition, individuals must purchase, any one (1) Armor All product from any retailer in Australia or New Zealand during the Promotional Period (**Qualifying Transaction**).
4. To enter, individuals who have made a Qualifying Transaction must then complete the following steps during the Promotional Period:
 - (a) visit <https://armorallpromo.com/> follow the prompts to the Promotion entry page;
 - (b) input the requested details and an answer to the question “*Which Armor All product can you not live without, and why?*” in twenty-five (25) words or less; and
 - (c) submit the fully completed entry form.
5. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants' identity and validity (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all of an Entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify that the purchase was made during the Promotional Period and prior to entry.
8. 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.

Selection of Winner and available Prizes

9. Competition is a game of skill and chance plays no part in determining the Winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.

10. The Promoter's decision in relation to all aspects of the Competition, including the selection of the Winner, is final and no further correspondence will be entered into in relation to the subject.
11. As a condition of entry and in consideration for entry into this Competition, each Entrant agrees that the Promoter is permitted to, and is granted an irrevocable, worldwide, royalty free, perpetual licence to share and/or re-post their Entry and use their name (either in full or in part), username, likeness, voice and image (including any photograph) in any marketing materials including on the Promoter's Instagram page and website, and the Winner will not be entitled to any compensation for such use.
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 Competition or suspend, substitute or modify a Prize.
13. To the extent permitted by law, the Promoter, in its sole discretion, reserves the right to cancel, terminate, modify or suspend the Competition or suspend, substitute or modify a Prize if any government direction or regulation relating to SARS-CoV-2 (COVID-19) affects, or appears reasonably likely to affect, the Competition, including the Promoter's ability to deliver the Prize.
14. Without limiting clause 13 above or any other liability exclusion clause, the Promoter shall not be liable for any expenses incurred by the Winner resulting from the matters described in clause 13 above.
15. If for any reason a Winner does not take a prize (or an element of a prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
16. If any Prize (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification.
17. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

Personal Information and Intellectual Property

18. The Promoter collects personal information (**PI**) in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and Prize suppliers. Entry 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 <https://energizergrouplegal.com/Energizer-Privacy-Notice-USA.html>. 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 or New Zealand Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.
19. Entrants agree that they are fully responsible for any materials they submit via the Competition, including but not limited to comments, recordings and images (**Content**). The Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such Content, including but not limited to text, images, videos, graphics, audio and photographs without attribution.
20. The Promoter shall not be liable in any way for such Content to the fullest extent permitted by law. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18, or otherwise unsuitable for publication;

- (b) their Content shall not contain malware or cause injury or harm to any person, entity, or the promotional website;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) in Australia and the *Copyright Act 1994* in New Zealand and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Reservation of rights

- 21. The Promoter reserves the right to request each Winner to provide proof of identity or proof of residency at the address specified in their submission in order to claim a Prize. Proof of identification and residency is at the absolute discretion of Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize and no substitute will be offered.
- 22. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:
 - (a) breached any of these Terms and Conditions;
 - (b) tampered with the entry process or the Competition;
 - (c) engaged in any unlawful conduct; or
 - (d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of Promoter.
- 23. To the maximum extent permitted by law, the Promoter may, in its absolute discretion, modify, cancel, terminate, suspend or recommence the Competition. The Promoter may administer this Competition in the manner that it considers appropriate in accordance with Australian and New Zealand law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition. To the maximum extent permitted by law, Promoter will not be held liable for any error, omission or failure to administer this Competition.

Exclusion of liability

- 24. Except for any liability that cannot be excluded by law, all Entrants release and indemnify the Promoter (including its officers, employees, agents and contractors), against all liability (including negligence), cost, loss or expense arising out of acceptance of any Prize(s) or participation in the Competition including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
- 25. Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter and its affiliates and sub-licensees, and their directors, officers, employees, representatives and agents, 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 Competition caused or contributed to by the Entrant, including, but not limited to, where arising out of the following:

- (a) any breach by an Entrant of these Terms and Conditions;
- (b) late, lost or misdirected entries including due to technical disruptions, delayed or misplaced postage, network congestion or for any other reason;
- (c) inaccurate or incorrect transcription of entry information;
- (d) any technical difficulties or equipment malfunction, malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software (whether or not under Promoter's control);
- (e) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
- (f) any theft, unauthorised access or third party interference;
- (g) any tax liability incurred by a Winner or Entrant; and
- (h) redemption or use of a Prize.

26. If this Competition 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Any cost associated with accessing the promotional website, or accessing the Prizes is the Entrant's responsibility and is dependent on the Internet service provider used.
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. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided:
1. In Australia, under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia; or
 2. In New Zealand, under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, **(Non-Excludable Guarantees)**.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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.

General

31. These Terms and Conditions are governed by and will be construed under the laws of New South Wales and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales and its appellate courts.
32. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights and the Promoter unless it is in writing signed by the Promoter.
33. These Terms and Conditions, any references to time or date refer to Australian Eastern Standard Time and any references to currency, such as "dollars" or "\$" refer to Australian Dollars. Capitalised terms used throughout these Terms and Conditions are defined in Part A unless specified otherwise