Prize Draw (Cluster 2) – FY25 Promotion Terms & Conditions ("Conditions of Entry")

	Schedule			
Promotion:	JURASSIC WORLD – TRIP TO CALIFORNIA – FY25 Promotion			
Promoter:	Energizer Australia Pty Ltd (ACN 003 539 026, ABN 91 0035 390 26), Level 2 11 Murray Rose Ave, Sydney Olympic Park, NSW 2127, Australia.			
Administrator:	Element London Limited (ACN 07073848) of 5 Morie Street, London, SW18 1SL			
Promotional	Start date: 01/10/24 at 05:00 am AEDT			
Period:	End date: 31/12/24 at 11:59 pm AEDT			
Eligible entrants:	Entry is only open to Australian and New Zealand residents aged 18 years or over.			
How to Enter:	 To enter the Prize Draw, the entrant must complete the following steps during the Promotional Period: a) purchase any <i>Energizer</i>[®] brand batteries, battery chargers or flashlights from any store that stocks the products within Australia or New Zealand; and b) visit <u>www.energizerpromo.com</u>, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name and email address), in 25 words or less describe why having a high performing battery or torch is important to you and retain a copy or photo of their purchase for the qualifying transaction. Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is an original 			
	receipt for the qualifying transaction.			
	 For the purposes of this Promotion, a valid receipt is one which clearly evidences all details relating to purchase of a Participating Product (Transaction), including: (a) store name; (b) date of purchase; (c) products purchased, including the Participating Products; (d) price of each item; and (e) total amount spent (Valid Receipt). 			
	You accept and acknowledge that it is your responsibility to produce a Valid Receipt in order to enter the Promotion. If your receipt was unclear, faded or damaged upon its provision to you at purchase, you acknowledge that it is your responsibility to request a reprinted receipt from the applicable retailer. The Promoter and Administrator are not liable for any failure by a retailer to print a clear or readable receipt. The Administrator may determine the validity of a receipt in its sole discretion. For the avoidance of doubt, we reserve the right to reject a receipt and your entry into the Promotion for any reason, including without			
	The entrant must fill out the online entry form for every entry located at www.energizerpromo.com,.			
Entries permitted:	 Multiple entries permitted subject to the following: a) limit: one (1) entry can be submitted per transaction; b) maximum three (3) entries per person; and c) each entry must be submitted separately and in accordance with the entry instructions above. 			
Winning Method:	Winners are selected based on the quality and creativity of their Submission. Submissions will be judged by a panel of judges employed by the Administrator, according to the Judging Criteria as set out in item 5 of the Terms below.			
	Judging will take place at Elastic part of IVE Group, Level 3, 35 Clarence Street, Sydney, NSW at 01:00pm AEDT on 20 January 2025 (Judging Date).			

	For the avoidance of doubt, this Promotion is a game of skill and not a game of chance.
Total Prize	For the purposes of this Promotion, the total prize pool available is estimated to be no greater than:
Pool:	(a) \$24,622.15 AUD for Australian residents; and
	(b) \$27,123.94 NZD for New Zealand residents.

	Prize Description	Number of prizes	Value (per prize)
 16 years o Airfare: Roairports in California, Rental Car Jose Interno Accommo at boutique daily breal Survival M fire makin guide Yosemite Includes p Small Plan Park: (70 r commentation of the second second	oundtrip flights from select major international Australia and New Zealand to San Jose,	2 Prizes: (a) 1 prize for Australia (b) 1 prize for New Zealand	 (a) \$24,622.15 AUD for Australian Residents; (b) \$27,123.94 NZD for New Zealand Residents
Prize • Conditions • • • • • • • • • • • • • • • •	Roundtrip economy / coach flights (inclusive of major international airports in Australia (Sydne (Auckland, Christchurch, Wellington) only. Fligh Flight itinerary will be selected by the prize pro Accommodations based on two adults and two occupancy cabin in Yosemite National Park, Cal The trip must include a Saturday night stay; Accommodations do not include any other mea personal expenses incurred during the trip, the A credit or debit card for incidentals may be re at least one of the Recipients must possess and Accommodations will be selected by Element L Prize Packages for 4 people are for up to two a must travel at the same time with the same itin At least one traveler must be aged 21 or over; Where any travelers are aged under 18, they m Prize is valid for 12 months from the date of no time; Winners must contact prize provider with threat than six weeks prior to departure;	ey, Melbourne, Brisbane a nts may be indirect and n ovider at their sole discret o children under 16 years lifornia, USA; als, incidentals, gratuities ese will be the responsibil quested by the accommo d travel with a valid credit ondon Ltd at their sole d dults and two children un herary; bust have prior parental co otification and all travel m	and Perth) and New Zealand ot all routing will be available. tion; old sharing a quadruple , telephone calls, or any other ity of the Recipients; odation at check in and therefore t card; iscretion; nder 16 years old, all of whom or guardian permission; nust be completed within that

	 Once booked no changes to the itinerary will be permitted;
	Prize cannot be taken over Christmas, New Year or Public Holidays in the prize package destination;
	 All travellers will require a passport valid for at least 6 months on date of travel;
	 All recipients are responsible for obtaining any other documentation required for travel;
	 Any necessary insurance is the responsibility of the winner and guests;
	• The prize excludes meals and drinks, excursions, attractions, treatments, visas, personal expenses and
	anything not expressly stated in the prize package;
	• For the rental car, the named driver must be aged 21 or over, with a full clean driving license that has
	been held for over one year, any drivers aged 25 or under, or with less than three years' driving
	experience, may need to pay a supplementary cost for car rental, non-EU, Australian or New Zealand
	license holders may require an international driver's license or other paperwork;
	A credit card (not a debit card) in the name of the driver with available funds (value advised upon
	booking) will be required by the car rental company in order for the driver to collect the car; and costs
	associated with fuel, authorizing one or more additional drivers, and any additional equipment such as
	baby seats are excluded from the Prize Package and must be paid for by the driver. California Law
	mandates a booster seat or safety seat for children under the age of 8;
	Prize is non-refundable and non-transferable;
	No cash alternative is available;
	 The prize package inclusions are subject to availability, where any of the stated inclusions are unavailable. Element London Ltd will affer suitable alternatives of agual value.
	 unavailable, Element London Ltd will offer suitable alternatives of equal value; If winner is unable to participate in any of the stated activities, then Element London Ltd will offer
	 If winner is unable to participate in any of the stated activities, then Element London Ltd will offer suitable alternatives of equal value, alternative activities will be determined by prize provider at their
	sole discretion;
	 If winner chooses to forfeit any activities, then no alternatives will be provided;
	 Prize must be taken in accordance with government guidelines and COVID-19 rules and restrictions, the
	arrangement and additional costs for any COVID-19 testing and quarantine accommodation that may be
	required is sole responsibility of the winner and guests;
	• For the ATV ride, all drivers must be 18 years of age or over and show a valid driving licence to be
	allowed to drive the quad bike, a moderate fitness level is required and it is not recommended for those
	who are pregnant;
	• For the sightseeing flight, each passenger must provide their weight upon booking to ensure it will fit all
	passengers comfortably and safely;
	The Prize Provider is Element London Ltd. Any personal data submitted by the winner to the Prize
	Provider will be treated in accordance with Prize Provider's privacy policy, which is accessible at:
	https://element-london.com/element-london-privacy-policy-travel-english/
Winner	The winners will be contacted by email and phone within seven (7) days of the draw. The winners will be
notification:	published at www.energizerpromo.com by 27/01/25.
Unclaimed	Prizes must be claimed by 25/03/25 at 01:00 pm AEDT. In the event of an unclaimed prize, the prize will be
Prizes:	redrawn on 26/03/25 at 01:00 pm AEDT at Elastic part of IVE Group, Level 3, 35 Clarence Street, Sydney,
	NSW. The winners of the redraw will be notified by email and phone within seven (7) days of the redraw. The
	winners will be notified publicly (and their details published) at <u>www.energizerpromo.com</u> by 02/04/25.

- 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. Valid and eligible entries will be accepted during the Promotional Period.
- 4. Employees (and their immediate family members) of the Participating Venues, 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, Universal Pictures Marketing, a division of Universal Film Exchanges LLC ("Universal") or DreamWorks Animation L.L.C. ("DreamWorks"), 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 first cousin.

- 5. Judging Process:
 - a) By participating in this game of skill, participants acknowledge and agree to abide by the results determined through the Judging Process.
 - b) Entries will be divided into the following country groups: Australia and New Zealand.
 - c) The selection of winners shall be conducted manually by an impartial third party panel appointed by the Promoter. The appointed third party panel shall use fair, transparent methods and a pre-determined judging criterion, to determine the winners. The results of this selection process shall be final and binding, and no further appeals or challenges regarding the outcome shall be entertained.
 - d) The Judging Date will take place at Elastic part of IVE Group, Level 3, 35 Clarence Street, Sydney, NSW at 01:00 pm AEDT on 20/01/25.
 - e) If the Judging Date is scheduled on the weekend or a public holiday, the Judging Date will be conducted at the same time and location on the following business day. The Promoter will ensure each Judging Date is open for public scrutiny and anyone may witness the Judging Process on request.
- 6. All reasonable attempts will be made to contact each winner.
- 7. 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 time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 9. 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.
- 10. 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.
- 11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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. In Australia, 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 www.energizergrouplegal.com. In New Zealand, the Promoter is bound by the NZ Privacy Principles in accordance with the NZ Privacy Act 2020 and its privacy policy which is located at www.energizergrouplegal.com. 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 relevant 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, with the exception of the Prize Provider.

- 16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory/Country or postcode of residence.
- 17. It is a condition of accepting the prize that the winner and their travel companions may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
- 18. The Winner shall be responsible for any expenses incurred in traveling to the designated Departure Points in Australia (Sydney, Melbourne, Brisbane and Perth) and in New Zealand (Auckland, Christchurch, Wellington).
- 19. The Entrant acknowledges that the Prize does not include meals and drinks, excursions, attractions, treatments, visas, personal expenses, overseas insurance, or any other expenses incurred in claiming this prize, except as described above. The Winner is responsible for incurring any such additional costs.
- 20. 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.
- 21. 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 Consumer Guarantees Act 1993 (NZ) and/or Fair-Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
- 22. 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, unauthorized 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.
- 23. 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. 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.
- 24. 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.
- 25. The Promoter and its associated agencies and companies, Universal, and DreamWorks 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).

- 26. 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.
- 27. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
- 28. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
- 29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- 30. Jurassic World franchise © 2024 Universal City Studios LLC and Amblin Entertainment, Inc. TV Series © 2024 DreamWorks Animation LLC. All Rights Reserved.
- 31. The Prize Provider is Element London Ltd. Any personal data submitted by the winner to the Prize Provider will be treated in accordance with Prize Provider's privacy policy, which is accessible at: <u>https://element-london.com/element-london-privacy-policy-travel-english/</u>.
- 32. Universal and DreamWorks are not sponsors or administrators of this Promotion. Participants are providing information to Promoter and not to Universal or DreamWorks.
- 33. ©2024 Energizer. Trademarks and certain designs are owned by Energizer. All other trademarks are property of their respective owners and no affiliation with or endorsement of, or by, such third parties is implied.