

“WIN THE ULTIMATE GAME DAY EXPERIENCE” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. All dates and times stipulated in these Terms and Conditions are AEDT, as applicable in VIC.
2. The promotion will be conducted between 12:00am on 11th January 2020 and 11:59pm on 14th March 2020 (“**Promotional Period**”).
3. Entry is only open to Australian residents aged 18 years or over and are not otherwise ineligible or otherwise excluded under these Terms and Conditions (“**Eligible Entrant**”).
4. Employees (and their immediate families) of the Promoter, agencies and suppliers 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. Employees of the Promoter include employment agency employees who are currently performing work for the Promoter.
5. To enter the prize draw, an Eligible Entrant must complete one (1) of the following steps during the Promotional Period:

Online Entry:

- (a) Visit <https://vivaenergy.com.au/cats> and follow the prompts to the promotion entry page;
- (b) input the requested details (including their full name, email address, address and telephone number);
- (c) Agree to the Terms and Conditions; and
- (d) Submit the fully completed online entry form.

Entry at Geelong Cats Family Day:

- (a) Visit the Promoter’s activation stand at the Geelong Cats Family Day on 11th January 2020 at GMHBA stadium;
 - (b) input the requested details into the tablet device or complete the manual entry form (including their full name, email address, address and telephone number);
 - (c) Agree to the Terms and Conditions; and
 - (d) Submit the fully completed entry form on the tablet device or place the completed manual entry form into the box provided.
6. For clarity, entries are not deemed to be received by the Promoter until received into the promotion database as required above.
 7. The Promoter has no control over communications networks and is not liable for any problems associated with them due to network traffic congestion, technical malfunction or otherwise. For clarity, the Promoter is not liable for any consequences of user error including (without limitation) costs incurred. The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure, or otherwise. Incomplete or indecipherable entries will be deemed invalid.

8. Only one (1) entry is permitted per Eligible Entrant.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right to disqualify any Eligible Entrant who the Promoter reasonably believes has: (a) breached these Terms and Conditions; or (b) has tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
10. Entries deemed invalid or ineligible in accordance with these Terms and Conditions will not be notified. The Promoter's determination is final and no correspondence will be entered into.
11. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 at 2pm on 16th March 2020 The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing and telephone within two (2) business days of the draw and their name will be published online at <https://vivaenergy.com.au/cats-winner> from 20th March 2020.
12. The first valid entry drawn will win a Geelong Cats game day experience for four (4) people on Saturday 28th March 2020 valued at up to \$3,853. Prize includes:
 - Four (4) x reserved seating tickets to the Geelong Cats AFLW game at GMHBA stadium on Saturday 28th March 2020;
 - Four (4) x passes to access the Geelong Cats warm-up rooms on the day of the game (winner and companions will be fully escorted to and from rooms);
 - An on-field experience for the winner only to toss the coin at the beginning of the game;
 - One (1) x football;
 - One (1) x 2020 Official Team signed AFLW Guernsey;;
 - One (1) x signed AFLW shorts; and
 - Food and beverages to the value of \$100 on set menu (cannot be used to redeem alcoholic products).

For the removal of doubt, the prize does not include airfares or accommodation.

In the event the winner is from Geelong, VIC, the Promoter may, in its absolute discretion, offer to provide direct transfers to and from GMHBA Stadium, from the winner's location. If the winner resides within VIC but outside Geelong, the Promoter may, in its absolute discretion, offer to provide transfers to and from GMHBA stadium, from Melbourne CBD. The winner will then be responsible for their own transfers to and from Melbourne CBD (exact CBD location to be confirmed). In the event the winner resides outside of VIC, no transfers will be offered and the winner will be responsible for their own travel to and from GMHBA stadium.

13. Prize must be taken to coincide with the Geelong Cats AFLW game at GMHBA stadium on Saturday 28th March 2020. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.

14. The tickets awarded as part of the prize are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. Tickets are subject to the terms and conditions of the issuer, including those specified on the tickets and at <https://www.kardiniapark.vic.gov.au/stadium/visitor-information/conditions-of-entry>.
15. If the prize (or part of the prize) is unavailable, the Promoter, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is up to \$3,853. Prize (or any unused portion of the prize) is not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
17. Subject to the unclaimed prize draw clause, if for any reason the winner does not redeem the prize (or part of the prize) by the time stipulated by the Promoter, then the prize will be forfeited and not be redeemable for cash.
18. A draw for the prize if unclaimed may take place on Monday 23rd March 2020 at 2pm at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250, subject to any written directions from a regulatory authority. The winner (if any) will be notified in writing and telephone within two (2) business days of the draw and their name will be published online at <https://vivaenergy.com.au/cats-winner> from 25th March 2020.
19. Eligible Entrants consent to participating in any publicity activities reasonably requested by the Promoter, including using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media, including social media, without remuneration, for the purpose of promoting this promotion (including any outcome), and promoting any products associated with the Promoter.
20. 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, to the fullest extent permitted by law: (a) to disqualify any Eligible Entrants (unless in the reasonable opinion of the Promoter, the Eligible Entrant has in no way contributed to such circumstances); or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the Internet is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act or similar consumer protection laws that apply in the States and Territories of Australia that cannot by law be excluded ("**Non-Excludable Guarantees**").
23. 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, including where arising out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft,

unauthorised access or third party interference; (c) any entry or prize claim 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; (f) if the Geelong Cats AFLW game is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; or (g) taking of the prize.

24. Subject to this paragraph, all personal information collected from Eligible Entrants will be handled in accordance with the Viva Energy Privacy Policy which can be accessed by visiting www.vivaenergy.com.au/contact-us/privacy-policy. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant, in addition to any other use that may be outlined in the Viva Energy Privacy Policy. Eligible Entrants must direct any request to opt out, access, update or correct information to the Promoter. Any complaints regarding the treatment of personal information must also be directed to the Promoter using the contact details set out below and will be dealt with by the Promoter in accordance with the Viva Energy Privacy Policy. All entries become the property of the Promoter. Other than for publicity purposes as described in clause 19 of these Terms and Conditions, the Promoter will not disclose any personal information overseas.
25. The Promoter is Viva Energy Australia Pty Ltd (ABN 46 004 610 459), of Level 16, 720 Bourke Street, Docklands, VIC 3008 ("**Promoter**"). Telephone: 03 8823 4444

NSW Permit No. LTPS/19/40999

ACT Permit No. TP19/04926