

CELSIUS WIN A FRIDGE COMPETITION – NEW ZEALAND

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 of the Promoter, and their immediate families are ineligible to enter.
4. Entries into the promotion open at **12.01am** on **28/11/2024** and close at **11.59pm** on **30/12/2024** ("**Promotional Period**").
5. To enter, individuals must share a post/reel and tag @celsius_anz during the Promotional Period ("**Qualifying Entry**"). By entering this promotion, entrants assign copyright in their Qualifying Entry to the Promoter.
6. Entries are limited to one per person.
7. There are six Prizes to be won. Each Prize (i.e., a Celsius br Fridge filled with the product) includes 1 x fridge and 24 x 250mL Celsius cans ("**Prize**").
8. The Prize Winners will be randomly selected from all Qualifying Entries received during the Promotional Period. The drawing of the prize winners will take place on 10th January 2025. Prizes are not transferable, changeable or redeemable for cash.
9. 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.
10. Prize winners will be contacted using the social account contact details.
11. Entrants are responsible for ensuring the contact details that they provide in their Qualifying Entry are correct at the time of being contacted by the Promoter.
12. In the event that (a) an ineligible entry is drawn (i.e., if the entrant is not a New Zealand resident or is not 18 years or older), or (b) the Promoter or Agency is unable to contact a winner within seven 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. In that case, the original winner is not entitled to any compensation. 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.
13. Winners must provide the Promoter, the Agency and/or associated agencies with a valid New Zealand residential delivery address within 7 days of being contacted by the Promoter, Agency and/or associated agencies. If the Prize Winner fails to provide the Promoter, Agency and/or associated agencies with a valid New Zealand residential delivery address within 7 days of being contacted by the Promoter, their Prize will be void and no compensation will be payable.

14. Each Prize will be delivered to the New Zealand residential address nominated by the Prize Winner in January-February 2025.
15. 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.
16. The Promoter's decision is final on all matters and no correspondence will be entered into.
17. 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.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. The Promoter reserves the right to verify the validity of a winners' 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
25. 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 the prize, howsoever caused.
26. 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.

27. The Promoter and 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 a prize, the Promoter and the Agency may pass winners' personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from entering the promotion or being able to receive a prize. All personal information provided by entrants will be held by the Promoter. 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 by sending an email to promos@raydar.co.nz
28. The Prize draw will take place at the offices of Raydar Limited (**'Agency'**), which has its registered office at 100 College Hill, Freemans Bay, Auckland.
29. The Promoter is Suntory Beverage & Food New Zealand Limited, 86 Plunket Avenue, Manukau, Auckland NZ. Any questions relating to this promotion should be referred to promos@raydar.co.nz.