

**Trade Promotion: Game of Chance
Schedule to Terms of Entry**

Name of Promotion	Pepsi Max Battle Rock Paper Scissors promotion
Permit numbers	NSW: LTPS/18/30678 ACT: TP 18/02493 SA: T18/2242
Website	www.pepsibattle.com.au
Promoter	Asahi Beverages Pty Ltd ABN 51 004 243 994 L5 111 Cecil Street South Melbourne Victoria 3205 HELPLINE: 1800 244 054 PepsiCo Australia Holdings Pty Limited are not involved in or responsible for the organisation or conduct of this promotion. All participant inquiries should be directed to The Promoter, on the details noted above, and not PepsiCo Australia Holdings Pty Limited.
Relevant States	NSW, ACT, SA, NT, QLD, Vic, Tas, WA
Entrants	Entry to the Promotion is open to Australian residents during the Promotion Period, aged 14 years + and who fulfil the entry requirements. Entrants aged under 18 years must have parent/guardian consent to enter the Promotion.
Entry Restrictions	Must be aged 14 years + Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies associated with this Promotion are ineligible. "Immediate families" means spouse, partner, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
Promotion Period	Starts: 12.01am on 06/2/19 Ends: 11:59pm on 05/3/19 No entries will be accepted after this time. All times are Melbourne times.
Entry Mechanic	To enter during the Promotion Period an entrant must:

1. purchase any of the following Pepsi Max soft drink products from a Woolworths store or at Woolworths Online and keep their purchase receipt/invoice:
 - 600ml bottle Pepsi Max;
 - 1.25L bottle Pepsi Max
 - 1.25L bottle Pepsi Max Vanilla;
 - 1.25L bottle Pepsi Max Raspberry;
 - 2L bottle Pepsi Max
 - 2L bottle Pepsi Max Vanilla;
 - 6 mini can (200ml) pack Pepsi Max;
 - 10 can pack Pepsi Max
 - 10 can pack Pepsi Max Vanilla;
 - 24 can pack Pepsi Max (max 1 entry per 24pk); or
 - 30 can pack Pepsi Max (max 1 entry per 30pk)

(Qualifying Purchase);
Not all products are available at all stores.
2. then visit the Website and follow the prompts to the promo page where they will be required to provide their mobile phone number (persons aged under 18 years who do not own their own mobile phone may use a mobile phone belonging to their parent/guardian only with the strict permission of their parent/guardian) to play one (1) virtual online game of Rock, Paper, Scissors which will be played in accordance with traditional rules (e.g. rock beats scissors, paper beats rock, scissors beats paper) (the **Game**); then
3. play the Game (choose your move then shake to battle), and:
 - (a) if the entrant's hand wins the Game the entrant will be a provisional instant winner of a Minor Prize, subject to a claim submission (including uploading their receipt/invoice which clearly shows that their Qualifying Purchase was made during the Promotion Period but prior to playing to the Game) and verification;
OR
 - (b) if the entrant's hand loses the Game, the entrant will not be a provisional instant winner of a Minor Prize. However, the entrant will be able to enter the Second Chance Draw by filling in an online claim form (including but not limited to full name, telephone number, a

valid email address, a valid address (**no PO boxes**), and uploading their purchase receipt/invoice which clearly shows that their Qualifying Purchase was made during the Promotion Period but prior to playing to the Game), and submitting the fully completed entry form so it is received during the Promotion Period.

Odds of winning the Game are not 1 in 3.

The **winning/losing algorithm of the Game will be based on random and pre-determined times.**

4. Provisional instant win Minor Prize winners will have the option to either claim the Minor Prize (by filling in and submitting the claim form including uploading their purchase receipt/invoice which shows that their Qualifying Purchase was made during the Promotion Period but prior to playing to the Game) or continue on to play a 'best of 3' round of the Game (**Best of 3**) for a chance to **also** win a Major Prize. If a provisional Minor Prize winner selects to play the Best of 3 Game and:
 - (a) the entrant's hand wins 2 of 3 rounds of the Game, they will be a provisional instant winner of a Major Prize (as randomly allocated by the Promoter) subject to claim submission (with receipt/invoice upload which clearly shows that their Qualifying Purchase was made during the Promotion Period but prior to playing to the Game) and verification;
OR
 - (b) the entrant's hand wins less than 2 of the 3 rounds of the Game, they will not be a provisional winner of an instant win Major Prize. However, the entrant will still be a provisional winner of the instant win Minor Prize (subject to claim submission with receipt/invoice upload which clearly shows that their Qualifying Purchase was made during the Promotion Period but prior to playing to the Game) and verification and will be able to enter the Second Chance Draw (as outlined in step 3(b) above)).

Provisional instant win Minor Prize and Major Prize **winners must within 24 hours of playing the Game** visit the Website, follow the prompts to the claim page, input the requested details (including but not limited to their personal details and uploading their purchase receipt), and submit the fully completed claim. Once the claim is verified by the Promoter, the provisional winner be deemed a 'winner' of the relevant prize.

Provisional instant win Minor Prize and Major Prize winners **must retain their copy receipt/s for ALL entries for verification purposes** and provide it to the Promoter upon request. Failure to produce the copy receipts/s when requested may result, at the absolute discretion of the Promoter, in forfeiture of any right to any prize.

Any form of automated entry using any device or software is invalid and will not be accepted. Each product may only be used for one (1) entry in the Promotion.

For the avoidance of doubt, a product is considered to be one (1) product if it appears only once on a receipt. For example, a 30 can pack (30 X 375ml can) that appears once on a receipt/invoice is one (1) product and can be used for one (1) entry into the Promotion only. The Promoter is not required to have any correspondence with any entrant it deems invalid as described above.

Major prizes:

There are in total 22 instant win Major Prizes to be won. For more details, see Prize Details. If a winner of a major prize is under the age of 18 years, the Promoter will award the prize to the winner's parent or guardian as per Clause 16.

Minor prizes:

There are up to 12,500 instant win Minor Prizes to be won. For more details, see Prize Details. If a winner of a minor prize is under the age of 18 years (where entry by those under 18 is allowed), the Promoter will award the prize to the winner's parent or guardian as per Clause 16.

<p>Maximum Number of Entries</p>	<p>Multiple entries are permitted, subject to Clause 29 and the following:</p> <ul style="list-style-type: none"> (a) only one (1) entry is permitted per product (for the avoidance of doubt, 30 can packs count as one (1) entry; the individual cans in a 30 pack cannot be used for separate/repeat entries)); (b) no receipt sharing is allowed; (c) a maximum of one (1) entry will be accepted per person per day per mobile phone; (d) a maximum of five (5) entries will be accepted per receipt/invoice (regardless if there are more than five (5) Qualifying Purchases featured on that receipt/invoice); (e) each entry must be submitted separately and in accordance with the entry requirements; and (f) unrecognised receipt/invoice numbers will be deemed invalid. <p>Any entry that is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including but not limited to the use of a competition entry service, will be void.</p> <p>Any entry that in the Promoter's opinion is based on a shared receipt will be void.</p> <p>Entrants must:</p> <ol style="list-style-type: none"> 1. retain a copy of store receipt(s)/order invoice(s) as proof of purchase for ALL entries. (Receipt(s)/Invoice(s) must clearly specify the store of purchase. Receipt(s)/Invoice(s) must show that the purchase was made during the Promotion Period but prior to entry.); and 2. where an entrant submits more than twenty (20) entries, for each product used for his/her 21st and subsequent entries, the entrant must keep the whole label/packaging from the product purchased and used to enter/ <p>Failure to provide these to the Promoter when requested may, in the absolute discretion of the Promoter, render all of an entrant's entries invalid and forfeit their right to any prize.</p>
<p>Instant Winner Determination</p>	<p>The Minor and Major instant win prizes will be awarded electronically and randomly based on pre-determined times at Greeneagle, 5/9 Fitzpatrick Street, Revesby, NSW, 2212</p>

Prize Details

Minor prizes:

Each minor prize is a AU\$20 Prezsee Swap e-Gift card (delivered to the winner by email) which can be exchanged for equal value for any of the following e-Gift cards:

- Woolworths WISH
- Dan Murphys
- Big W
- Woolworths
- Cellarmasters
- BWS

See also Clause 16.

Prezsee Swap e-Gift cards issued for this promotion are strictly only exchangeable for e-Gift cards for the retailers listed above and cannot be exchanged for any other retailer e-Gift card that is otherwise available on the official Prezsee site. Prezsee is not the promoter of this promotion, all queries will need to be direct to **Asahi Beverages Pty Ltd** (ABN 51 004 243 994), L5 111 Cecil Street, South Melbourne Victoria 3205
HELPLINE: 1800 244 054

Winners must follow the prompts in the email containing the Prezsee Swap e-Gift Card in order to exchange their Prezsee Swap e-Gift card.

The Prezsee Swap e-Gift card can only be exchanged for an amount equivalent to the original amount specified on the Prezsee Swap e-Gift Card. Must exchange for a gift card of equal value. Prezsee Swap e-Gift cards are not redeemable for cash. Prezsee Swap Gift Cards have a 36-month expiry date for users to exchange for the new Retailer Gift Card of their choice. Once the new Gift Card has been selected new expiry dates will be set and terms and conditions apply to the specific Retailer Gift Card chosen. Prezsee Swap Gift Cards are not redeemable for cash. To exchange card, the recipient must click on the OPEN GIFT in the email and follow screen prompts. Prezsee terms of service apply, see <https://www.prezsee.com.au/doc/terms-of-service/>

e-Gift cards are subject to terms and conditions as imposed by the prize supplier, including period of validity.

There are in total up to 12,500 Minor prizes to be won.

Major prizes:

The Major prizes are:

Prize	Individual value \$	No. to be won
DJI Mavic 2 Pro 4K Drone	\$2,904	2
SMEG 42L bar fridge - RED (model no. FAB10HLR)	\$2,104	3
Mac Book Pro 15" Touch Bar and Touch ID 2.6GHz 6-Core Processor 512GB storage	\$4,715	2
GoPro (Hero 7 Black) including Sports Accessory Kit	\$794	10
McTavish Surfboard Byron Bay (Short Board) voucher	\$2,530	2
A trip for 2 people to Waikiki, Hawaii, including return economy airfares from the winner's nearest capital city to Waikiki, Hawaii, 5 night's twin share accommodation in a minimum 4 star rating hotel in Waikiki (of the Promoter's choice), return private transfers (airport/hotel in Hawaii), a surf lesson for 2 people with a professional instructor on Waikiki beach, and AUD\$500 spending money **	Up to \$11,500	1
QANTAS voucher valid for 12 months	\$2,300	2

	<p>See also Clause 16.</p> <p>There are in total 22 Major prizes to be won.</p> <p>** Travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner.</p> <p>Prize must be taken on dates specified by the Promoter.</p> <p>Winner and participant must be in possession of a valid passport with a minimum of 6 months validity prior to departure and must be able to travel to the U.S.A. Any alterations to confirmed details will be at the expense of the winner and will be subject to the prior written approval of the Promoter.</p>
Prize Restrictions	<p>Entrants are limited to 1 Minor prize and 1 Major per day.</p> <p>See also Clauses 12 to 17 for details.</p>
Prize Delivery	<p>Where applicable, prizes will be delivered by the Promoter to each winner at the winner's nominated prize delivery address. A signature on delivery may be required. See also Clause 16.</p>
Total Number of Prizes	<p>In total, there are up to 12,500 Minor Prizes and 22 Major Prizes to be won.</p>
Total Prize Pool	<p>Minor prize pool valued up to \$250,000 Major prize pool valued up to \$50,650 Total prize pool valued up to \$300,650 (inc GST)</p>
Notification of Winner(s)	<p>Instant winners will be notified in writing (on screen at the end of their Game).</p> <p>Second Chance Draw winners will be notified in writing (by email) within 2 business days of the draw.</p>
Prize Claim date:	<p>Prizes must be claimed by 11:59pm on 06/3/19.</p> <p>Any prizes awarded in the Second Chance Draw must be claimed within 3 months of the draw.</p>
Second Chance Draw Details	<p>If there are any unwon Major Prizes at the end of the Promotion period, a second chance draw will be conducted at 12 noon on 07/3/19 at Greeneagle, 5/9 Fitzpatrick Street, Revesby, NSW, 2212</p>

	<p>The draw will be a random electronic draw and prizes will be awarded in ascending order of value.</p> <p>Any winners in this draw will be given 3 months to claim the prize.</p>
Publication Details (of Winner(s))	<p>Major Prize winners and any Second Chance Draw Prize winners will be published at www.pepsibattle.com.au by 14/3/19.</p> <p>Winners of prizes valued over \$1,000 will be published on the Website for at least 28 days.</p>
Other Conditions	<p>Prizes may not be transferred/redeemed for cash. If the Promoter has reason to believe that the winner has transferred a prize or any element of a prize to another person (other than as allowed by these Terms of Entry) without the permission of the Promoter, the winner's entry or claim will be deemed invalid and the prize will be forfeited by both the winner and transferee.</p> <p>Printing and other quality control errors outside the Promoter's control will not be used as the sole basis for refusing an instant win prize claim. If the advertised instant win prize pool is exceeded, all valid instant win claims will be honoured, unless a claim is rejected due to fraud or ineligibility under these Terms of Entry.</p>
Full T&Cs	www.pepsibattle.com.au

Trade Promotion: Game of Chance

Terms of Entry

- 1 These terms must be read together with the Schedule for this Promotion. The Schedule defines terminology used in these Terms of Entry. Participation in this Promotion constitutes acceptance of these Terms of Entry. Where there is any inconsistency between the Schedule and these terms, the Schedule prevails.
- 2 The Promotion will be conducted during the Promotion Period.
- 3 Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.
- 4 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries via SMS or email are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.

- 5 Entrants under the age of 18 must obtain the bill payer's permission prior to entering.
- 6 The draw/s will be conducted in accordance with the Draw Details. Prize/s will be awarded to the valid entrant/s randomly drawn in accordance with the Prize Mechanic.
- 7 The judges' decisions regarding all aspects of the promotion are final and no correspondence will be entered into.
- 8 Prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 9 All entries and materials submitted to the Promoter in connection with this Promotion, become the property of the Promoter and each entrant warrants that she/he has the right to transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
 - (a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and
 - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- 10 The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
- 11 Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.
- 12 Where a prize includes travel, the prize cannot be taken during peak periods and must be booked and completed as specified by the Promoter. If the prize is event based, travel must be taken to coincide with the event on the dates specified by the Promoter. (Winner and their companion/s must depart and return at the same time using the same air carrier, as specified by the Promoter.) No extension will be permitted. Any alterations to confirmed prize details will be at the expense of the winner and will only be permitted with the Promoter's prior consent. Any flights and accommodation awarded as part of a prize are subject to booking and availability. All costs associated with a travel prize which are not specified to be included in the prize, including but not limited to any additional transfer costs, meals, taxes (excluding flight related taxes), insurance, spending money and other ancillary costs, are the responsibility of the winner and their companion/s. Transport to and from departure point, visas, valid passports and any other ancillary costs, including but not limited to items of a personal nature, in-room charges, insurance and any applicable insurance excesses, not listed in the travel prize package descriptions are the responsibility of the travel prize winner and participant as incurred. The winner may be required to present his/her credit card at the time of accommodation check in. It is the winner's responsibility to organise transport to/from the airport departure/return point. The winner and any travelling companion/s are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place (including a current passport and visas, if required), otherwise the winner's entry will be deemed invalid. **(It is strongly recommended that the winner and participant of the prize acquire adequate travel insurance, where this is not specified as part of the prize.)**
- 13 Where a prize involves the winner:
 - (a) attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant

winner (and their companion/s, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize; and/or

- (b) meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.
- 14 If the prize includes gift cards, all gift cards are valid until the gift card expiry date specified on the gift card or by the provider of the gift card. Gift cards are subject to the conditions stipulated by the provider of the gift card including period of validity. Once awarded, the Promoter shall not be liable for any gift card that has been lost, stolen, forged, damaged or tampered with in any way or are not activated or used before the stated expiry date.
 - 15 Where a prize includes tickets, tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
 - 16 If a winner of a prize is under the age of 18 years (where entry by those under 18 is allowed), the Promoter will award the prize to the winner's parent or guardian.
 - 17 The Promoter may, in its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.
 - 18 The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the entrant or the winner (or their companion/s), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
 - 19 At the Promoter's request, winners must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.
 - 20 If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
 - 21 The winner/s will be notified as stated in the Notification of Winners section of the Schedule and their name and state of residence will be published in accordance with the Publication Details. By entering this Promotion, each entrant requests that his or her full address not be published.
 - 22 If any prize is not claimed in accordance with these terms of entry, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a prize is no longer able to be redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent

- value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Relevant State/s, if required.
- 23 Entrants acknowledge that there may be inherent risks in some aspects of the Promotion, or the prize and that participation in the Promotion and/or using the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk. (Where applicable, the Promoter strongly recommends the user of a prize familiarise him/herself with the features of the prize and that appropriate protective clothing is worn at all times when the prize is used).
- 24 To participate in this Promotion and/or the activities which may be awarded as part of the prize, the winner (and their companion/s, as applicable) must comply with applicable physical, health and fitness, and any other requirements associated with the particular activity. It is the entrant's responsibility to ensure that they (and their companion/s, as applicable) are sufficiently healthy and fit so as to safely participate in this Promotion and/or undertake the activities included in the prize. The Promoter reserves the right to deem that an entrant/winner (or their companion/s, as applicable) as not sufficiently healthy or fit. The entrant/winner must comply with all requirements and directions of the people responsible for the conduct of the relevant activity and must ensure that their companion/s also comply, if applicable.
- 25 Where requested by the Promoter, any entrant or winner (and their companion/s, if applicable) (or if an entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Promotion and/or providing the prize prior to undertaking any specified activities forming part of the Promotion or prize. If any entrant, winner, nominated companion or parent/guardian (if applicable) do not sign the indemnity form provided by the Promoter within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid.
- 26 Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 27 The Promoter and its associated agencies and companies 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) by any person in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 28 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 29 Entrants can only enter in their own name. The Promoter reserves the right to request the winners to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the winners' identity, age, residential address, eligibility to enter and claim a prize and any information submitted by the winners in entering the Promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, the winner's entry will become invalid. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
- 30 The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with

or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these Terms of Entry, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

- 31 If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 32 Prizes are not transferable or exchangeable (except as set out in these Conditions of Entry), nor can they be redeemed for cash. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. Prize Value is as specified on the Date at which Prize Value Valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Relevant State/s, if required.
- 33 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State/Territory, if required.
- 34 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 35 All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate, and the companies associated with this Promotion, and the Promoter and its related bodies corporate, and the companies associated with this Promotion, may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). Entrants can read the Promoter's Privacy Policy at <https://www.asahi.com.au/privacy>. Entrants can request access to the personal information the Promoter and its related bodies corporate hold about them by contacting Consumer Services on 1800 244 054.
- 36 Where the Promotion is administered on Facebook, entrants and participants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants in the Promotion release Facebook and its associated companies from all liability arising from the Promotion.