

## **“THE MAN SHAKE - WIN A MAN BREAK” PROMOTION**

### **TERMS AND CONDITIONS**

#### **PARTICIPATION**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Cranky Health Pty Ltd trading as The Man Shake (ABN 90 604 301 831) of Level 2, Suite 4 9 Help St, Chatswood NSW 2067, telephone 1300 074 253 (“**Promoter**”).
3. Entry is only open to Australian and New Zealand residents aged 18 years or over.
4. 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 1<sup>st</sup> cousin.

#### **HOW TO ENTER**

5. Entries into the promotion open at 12.00am AEDST on 23 January 2025 and close at 11:59pm AEDST on 2 March 2025 (“**Promotional Period**”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase any ‘The Man Shake’, ‘The Lady Shake’, ‘The Man Bar’ and/or ‘The Lady Bar’ product (“**Eligible Product**”) from any participating retailer in Australia or New Zealand that sells the Eligible Product (“**Qualifying Transaction**”). Participating retailers include:

##### **Australia**

###### **Online**

[themanshake.com.au](http://themanshake.com.au)

[theladyshake.com.au](http://theladyshake.com.au)

###### **Grocery**

Woolworths Australia

Independent Grocery (e.g. IGA, Ritchies)

###### **Pharmacy**

Terry White Chemmart

Blooms

Priceline & Priceline Pharmacy

Independent Pharmacy (e.g. Chempro, Good Price)

##### **New Zealand**

###### **Grocery**

Woolworths New Zealand

###### **Pharmacy**

Green Cross Health (Unichem & Life Pharmacy)

7. Australian residents can make a Qualifying Purchase online, where the participating retailer has an online store. Purchases made online (including any online shopping orders from an online retailer or supermarket) by New Zealand residents will not constitute a Qualifying Purchase, are not permitted in this promotion and will not be accepted as a valid entry for the purposes of this promotion.

8. To enter, individuals must then, undertake the following steps during the Promotional Period:
  - visit [themanbreak.com.au](http://themanbreak.com.au) and follow the prompts to the entry page;
  - input the requested details (including full name, email address, mobile phone number for the Qualifying Transaction);
  - upload a copy of their purchase receipt clearly showing where the Qualifying Transaction was made, the Eligible Product purchased and the date of purchase; and
  - submit the fully completed entry form.
9. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them that (a) they have been awarded one (1) entry into the relevant Weekly Draw (defined below); and (b) if they have won an Instant Prize (defined below) and if so, details on how to verify their entry and claim their Instant Prize. Each entrant that has won an Instant Prize must claim their prize by 11.59pm (AEDST) on 02/04/2025. All winners of an Instant Prize are subject to verification in accordance with these Terms and Conditions.
10. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the number of Eligible Products purchased in a Qualifying Transaction in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only three (3) entries are permitted per person per calendar day of the Promotional Period.

#### **INSTANT WIN**

11. The Promoter will use a computerised program which will randomly allocate one thousand (1,000) 'winning moments' during the Promotional Period (each a "**Winning Moment**"). Instant Prizes will be awarded to the first valid entry received on or after a Winning Moment.
12. Any instant win prizes that are not initially awarded during a Winning Moment, the Instant Prize will be included in the unclaimed prize draw.
13. There will be one thousand (1,000) instant win prizes available. Each instant prize winner will win one (1) AU\$50 Prezsee Smart eGift Card digital gift card that can be exchanged for eGift card of the same value at winner's retailer of choice; Macpac, Rebel, BCF or Supercheap Auto ("**Gift Card**"). Any ACT winners of an instant prize will be published online at [themanbreak.com.au](http://themanbreak.com.au) on 05/03/2025.
14. The Gift Card is issued by Prezsee and Terms & Conditions apply. Any ancillary costs associated with redeeming a Gift Card are not included. Any unused balance of a Gift Card will not be awarded as cash. Redemption of a Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card. To read the full Gift Card Terms and Conditions, go to <https://www.prezsee.com.au/policies/terms-of-sale/>
15. BCF eGift card: Redeemable at participating BCF stores within the country of purchase. Not redeemable for cash or travellers cheques. No change will be given. Your eGift Card will not expire. Where the cost of the purchase exceeds the available card balance the card holder will be required to make the difference with an alternate form of payment. This card should be treated like cash. BCF disclaims any responsibility for lost or stolen cards. For Full Terms - <https://www.bcf.com.au/customer-service/terms.html>.
16. Supercheap Auto eGift card: Redeemable at participating Supercheap Auto stores within the country of purchase. Not redeemable for cash or travellers cheques. No change will be given. Your eGift Card will not expire. Where the cost of the purchase exceeds the available card balance the card holder will be required to make the difference with an alternate form of payment. This card should be treated like cash. Supercheap Auto

disclaims any responsibility for lost or stolen cards. For full terms - <https://www.supercheapauto.com.au/customer-service/terms-conditions.html>

17. Macpac eGift card: Cards cannot be replaced if lost or stolen. Not redeemable for cash. Gift cards may only be redeemed in the country of purchase. In the event the gift card value information is unable to be retrieved due to system or telecommunication failure, Macpac reserves the right to decline a gift card transaction until the correct card value can be verified. This card does not expire. For full terms and conditions please visit <https://www.macpac.com.au/terms.html>

18. Rebel eGift Card: Redeemable at participating Rebel Sports stores within the country of purchase. Not redeemable for cash or traveller's cheques. No change will be given. Your eGift Card will not expire. Where the cost of the purchase exceeds the available card balance the cardholder will be required to make the difference with an alternate form of payment. This card should be treated like cash. Rebel Sports disclaims any responsibility for lost or stolen cards. <https://www.rebelsport.com.au/customer-service/giftcard-terms.html>

## WEEKLY PRIZE DRAWS

19. There will be one (1) draw conducted for all entries received from entrants in each week of the Promotional Period, for a total of five (5) draws (each a **“Weekly Draw”**). Entries into each Weekly Draw will open and close on the dates/times indicated in the table below. Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draw(s). Each Weekly Draw will take place at KollwitzOwen Pty Ltd, Suite 251/10-20 Gwynne Street, Cremorne VIC 3121, Australia on the dates/times indicated in the table below. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid or an ineligible entrant/entry is drawn.

Weekly Draw	Date Open	Entries	Date Close	Entries	Date and time of prize draw	Number of winners	Winners published
Weekly Draw 1	12.00AM AEDT on 23/01/2025		11:59PM AEDT on 02/02/2025		03/02/2025 at 1:00PM AEDT	1	05/02/2025
Weekly Draw 2	12.00AM AEDT on 03/02/2025		11:59PM AEDT on 09/02/2025		10/02/2025 at 1:00PM AEDT	1	12/02/2025
Weekly Draw 3	12.00AM AEDT on 10/02/2025		11:59PM AEDT on 16/02/2025		17/02/2025 at 1:00PM AEDT	1	19/02/2025
Weekly Draw 4	12.00AM AEDT on 17/02/2025		11:59PM AEDT on 23/02/2025		24/02/2025 at 1:00PM AEDT	1	26/02/2025
Weekly Draw 5	12.00AM AEDT on 24/02/2025		11:59PM AEDT on 02/03/2025		03/03/2025 at 1:00PM AEDT	1	05/03/2025

20. The first valid entry drawn in each Weekly Draw will each win the following prize (each a **“Major Prize”**).

- \$2,000AUD Visa Debit Card; and
- \$18,000AUD Travel Voucher. The travel partner will book flights, accommodation, transfers and all necessary standard holiday inclusions. Travel Voucher must be used in full for one (1) holiday/booking. The Travel Voucher cannot be used for multiple holidays/bookings. Any unused balance of the Travel Voucher will be forfeited.

21. Prize must be booked and taken within 12 months from winning the prize.

22. Winners of a Major Prize will be notified by email within two (2) business days of the relevant Weekly Draw by The Zoo Republic of level 2/137 Pymont St, Pymont NSW, and their details (first initial, surname and postcode) will be published online at [themanbreak.com.au](http://themanbreak.com.au) on the dates specified in the table above.

23. Any ancillary costs associated with redeeming the Visa Debit Card or Travel **Voucher** are not included. Any unused balance of the Visa Debit Card or Travel **Voucher** will not be awarded as cash. Redemption of the Visa Debit Card or Travel **Voucher** is subject to any terms and conditions of the issuer including those specified on the Visa Debit Card or Travel **Voucher**.
24. As a condition of accepting a Major Prize, the winner (and their companion/s) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. Winners acknowledge that by accepting the Major Prize the Promoter may ask the winner to take videos and/or pictures during their prize for future promotional and marketing purposes. Filming may include, but is not limited to, videos and stills content of the winner and their companions/s. Content created, may be used for the Promoter's own social and digital channels. For the avoidance of doubt, winners acknowledge that all content produced in connection with the Promotion will be owned by the Promoter and the winner grants the Promoter an irrevocable license to reproduce the winner's name, likeness, image and/or voice in content in perpetuity, worldwide, without any further remuneration to the winner.

## **GENERAL**

25. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (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 is ineligible to enter, has submitted an invalid entry, 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 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 right to recover damages or other compensation from such an offender is reserved.
26. Incomplete or indecipherable entries will be deemed invalid.
27. There is a limit of three (3) Instant Prizes per person (except for SA residents).
28. 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 the entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase, products purchased and that the purchase was made during the Promotional Period but prior to entry.
29. 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.
30. The Promoter's decision is final and no correspondence will be entered into.
31. Subject to the Unclaimed Prize Draw clause, if for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited, and no compensation will be payable.
32. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
33. Total prize pool value is AUD \$150,000.
34. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

35. A draw for any unclaimed or unwon prizes may take place on 03/04/2025 at the same time and place as the original draws, subject to any directions from a regulatory authority ("**Unclaimed Prize Draw**"). Winners, if any, will be notified by email within two (2) business days of the Unclaimed Prize Draw by The Zoo Republic of level 2/137 Pyrmont St, Pyrmont NSW and their details (first initial, surname and postcode) will be published online at themanbreak.com.au from 08/04/2025.
36. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
37. Entrants consent to the Promoter 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 for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters. The ensuing copyright in any material will rest with the Promoter, without any claim to compensation from the entrants.
38. 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 as appropriate; or (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the promotion, as appropriate.
39. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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.
40. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia. 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.
41. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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: (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 entrant; or (f) use of a prize.
42. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed

at <https://www.themanshake.com.au/privacy-policy-page.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, where the entrant has expressly given consent. 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 Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter uses cloud-based storage so PI will be hosted in cloud servers located in Australia or Japan.

**NSW Permit No. TP/03807. ACT Permit No. TP24/02087. SA Permit No. T24/1573.**