

## Gatorade 'Get The Gear' Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
<b>Promotion:</b>	Gatorade 'Get The Gear' Promotion
<b>Promoter:</b>	Asahi Beverages Pty Ltd ABN 51 004 243 994, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054  For any enquiries regarding this Promotion, please contact the Promoter on 1800 244 054
<b>Promotional Period:</b>	<b>Start date:</b> 16/04/25 at 09:00 am AEST <b>End date:</b> 20/05/25 at 11:59 pm AEST
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 18 years and over.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <ul style="list-style-type: none"> <li>a) purchase 1 or more Gatorade products (including Gatorade Full Sugar, Gatorade No Sugar, G Active or Fast Twitch) from Woolworths Supermarket (excludes Ampol Woolworths MetroGo, Metro 60, MILKRUN, and Everyday Market by Woolworths stores) ("Participating Venues");</li> <li>b) visit <a href="http://www.getthegear.com.au">www.getthegear.com.au</a>, 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, date of birth, email address and mobile number) and upload a copy of the original receipt; and</li> <li>c) play the virtual 'Spin the Wheel' game to reveal whether they have won an instant win prize. Instant win prizes available to be won are listed below.</li> </ul> <p>The winners will be notified on screen upon landing on a winning tile in the 'Spin the Wheel' game, subject to verification.</p> <p><b><u>Number of Spins:</u></b> Each participating product purchased in the same transaction will earn the entrant an attempt at playing the "Spin the Wheel" game. The number of spins permitted are determined and equate to the number of participating products purchased.</p> <p><b><u>Proof of purchase:</u></b> The entrant must retain proof of purchase. The proof of purchase required is a copied receipt of the qualifying transaction.</p> <p>The entrant must fill out the online entry form for every entry.</p>
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. The entrant is eligible to win a maximum of one (1) prize (excludes SA residents).
<b>Total Prize Pool:</b>	AUD \$77,580.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<b>Prize 1:</b> The prize is a Gatorade branded varsity jacket (adult sizes, subject to availability).	50	AUD\$249.99	Instant Win
<b>Prize 2:</b> The prize is a Gatorade branded hoodie (adult sizes, subject to availability).	250	AUD\$49.99	Instant Win
<b>Prize 3:</b> The prize is a Gatorade branded sports gym bag.	50	AUD\$49.99	Instant Win
<b>Prize 4:</b> The prize is a Gatorade branded wireless set of headphones.	50	AUD\$49.99	Instant Win

<b>Prize 5:</b> The prize is a Gatorade branded t-shirt (adult sizes, subject to availability).	520	AUD\$39.99	Instant Win
<b>Prize 6:</b> The prize is a Gatorade branded cap (1 adult size fits all).	520	AUD\$29.99	Instant Win
<b>Prize 7:</b> The prize is a Gatorade branded reversible bucket hat (1 adult size fits all).	280	AUD\$19.99	Instant Win
<b>Prize 8:</b> The prize is a Gatorade branded pair of socks (adult sizes, subject to availability).	280	AUD\$19.99	Instant Win
<b>Prize Conditions:</b>	The prizes will be delivered by mail to the address provided on the entry form (PO boxes will not be accepted) within 28 days from date of winner verification. Delivery of some prizes may be delayed due to but not limited to, production/ manufacturing delays, government restrictions/orders and national/state/overseas border closures. If delivery/availability is delayed, the Promoter will keep the prize winners informed and updated as to when they can expect to receive their prize.		
<b>Winner notification:</b>	The winners will be notified on screen upon landing on a winning tile in the 'Spin the Wheel' game, subject to verification. Winners will also be sent an email upon winner verification with requests for further information if required.		
<b>Unclaimed Prizes:</b>	A second chance draw will be held for unclaimed instant win prizes. The draw will be held at KollwitzOwen Pty Ltd, Suite 8/799 Springvale Road, Mulgrave VIC 3170, Australia on 23/06/25 at 12:00 pm AEST. The winners will be contacted by email within seven (7) business days of the second chance draw.		

- 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.
- 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.
- Valid and eligible entries will be accepted during the Promotional Period.
- 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 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 1st cousin.
- Instant Win:**
  - Winners will be notified immediately if they have won on screen upon landing on a winning tile in the 'Spin the Wheel' game, subject to verification.
  - Quality control errors will not invalidate an otherwise valid prize claim.
  - Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
  - Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
  - Winners of an instant win prize are determined by chance.

6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. 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.
8. 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.
9. 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.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. 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.
12. 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.
13. 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.
14. Entrants' personal information will be collected by PepsiCo Australia Holdings Pty Ltd ABN 25 079 719 743, Tower A, Level 4, 799 Pacific Highway, Chatswood NSW 2067 ("PepsiCo"), the Promoter and/or by Carlton & United Breweries Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia ("CUB") ("the Collectors") directly or through their individual agents or contractors. By entering, the entrant consents to the Collectors keeping personal information on their respective databases. The Collectors may use this information to conduct and manage the Promotion and for future marketing purposes regarding their products, including contacting the entrant electronically. The Collectors will handle personal information in accordance with their privacy policy which is located at <https://asahi.com.au/privacy> (for CUB) and <https://www.pepsico.com.au/legal/privacy-policy> (for PepsiCo). The Collectors gather personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including their contractors and agents, prize suppliers and service providers to assist in conducting this Promotion, to communicate with the entrants or in storing data and to the State and Territory lottery departments as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Collectors' direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the entrant may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Collectors without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
17. 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. 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 in the event of any inconsistency. To the extent permitted by law the Promoter/CUB 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.

18. 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 Competition and Consumer Act 2010 (Cth).
19. 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, unauthorised 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.
20. 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.
21. 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.
22. The Promoter and its associated agencies and companies (including but not limited to CUB) 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). For the sake of clarity, this clause shall not apply where the Promoter (or its associated organisations) has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in such case each organisation's liability is limited to the minimum allowable by law).
23. PepsiCo, Inc and Stokely-Van Camp, Inc and their subsidiaries and related companies (collectively PepsiCo) are not responsible for, and will not be held liable for, the operation or administration of this Promotion. By entering the Promotion, entrants agree to release PepsiCo from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter, and not PepsiCo.
24. The winners 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.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. TP 24/03074, NSW Authority No. TP/00957 and SA Permit No. T24/2362.