

**“Shell \$1000 fuel voucher competition” EXCLUSIVE social media  
COMPETITION**

**TERMS AND CONDITIONS**

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. All dates and times stipulated in these Terms and Conditions are AEST or AEDT, as applicable in VIC.
2. The promotion will be conducted between 9:00am on 4<sup>th</sup> October 2021 to 11:59pm on 10<sup>th</sup> October 2021 (“**Promotional Period**”).
3. Entry is only open to Australian residents aged 18 years or over who receive an email (“**Email**”) from the Promoter regarding this promotion, and are not otherwise ineligible or otherwise excluded under these Terms and Conditions (“**Eligible Entrant**”).
4. Employees (and their immediate families) of the Promoter, Shell, participating “Shell” or “Coles Express” service stations, 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 1<sup>st</sup> 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 the following steps during the Promotional Period:
  - (a) Locate the competition post hosted on the Shell Australia Facebook Page (Post)
  - (b) On the Post, the user must tag a user & tell us why you think they deserve to win.Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.
6. 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.
7. 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.

8. 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.
9. The Promotion is game of skill. Valid entries will be judged on the basis of their relevance and judging will be conducted at Resolution Digital Australia, Level 5, 650 Chapel Street, Melbourne, 3141, Australia. 1 (One) winner will be chosen on 11<sup>h</sup> October, 2021.
10. The winner will be announced by the Promoter in a comment on the Facebook Post on 12<sup>th</sup> October, 2021 AEST.
11. It is the responsibility of the winner to check the Promoter's Facebook Post to determine if they are the winner, and to send an email containing their contact details within 14 business days of the comment on the Post which announces the winner. For privacy reasons, the Promoter will not contact the winner through Facebook private messaging to notify them of their winning entry.

There is one (1) prize to be awarded. The first one (1) valid and eligible entry drawn in the draw will win a \$1000 Coles Express Gift Card. 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.

12. Any ancillary costs associated with redeeming a Gift Card are not included. Redemption of the Gift Card is subject to any terms and conditions of the issuer (<https://www.giftcards.com.au/CMS/Page/giftcardtermsofpurchase>) From the date of activation printed on the Gift Card, the winner has four (4) years to use the Gift Card balance. The Gift Card is like cash and may not be replaced if misused, lost, stolen or damaged. If a winner notices any error relating to the card, they should notify Coles Group & Myer Gift Cards immediately on 1300 304 990 during business hours or alternatively send an email to [support@giftcards.coles.com.au](mailto:support@giftcards.coles.com.au).
13. The Prize will be sent by post to the winner's nominated postal address within 1 month of the Draw Date.
14. The Promoter's decision is final, and no correspondence will be entered into, including in the event of a dispute.
15. The Promoter reserves the right to validate and check the authenticity of Entries and to disqualify any entrant who tampers with the Entry process, or who submits an Entry that is not in accordance with these Conditions of Entry.

16. The Promoter and its associated agencies or companies accept no responsibility for any lost or misdirected Entries.
17. Any Entry that is lodged by automatic, repetitive, robotic, programmed or similar entry methods or agents, including the use of a competition entry service (as determined in the absolute discretion of the Promoter) will be void.
18. The Promoter reserves the right in its discretion to modify the terms of the Promotion including the Prize and these Conditions of Entry.
19. If for any reason the winner does not take the prize (or any part, or element of the prize) at/by the time stipulated by the Promoter, then the Promoter may at its own discretion award the entire prize to the next runner up or forfeit the prize.
20. If any prize is unavailable, the Promoter, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is up to \$1000. Prizes (or any unused portion of a prize) are not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
22. If for any reason a winner does not redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited and not be redeemable for cash.
23. 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.
24. 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.
25. Any cost associated with accessing the Internet is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
26. 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**").

27. 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; or (f) use of a prize.
28. The Promoter accepts no responsibility for any tax liability incurred as a result of entering and participating in the Promotion. Any tax liability arising as a result of accepting any Prize is the responsibility of the winner.
29. To the maximum extent permissible by law, the Promoter and its agents will not be liable for any injury, loss or damage of any nature whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained as a result of or in connection with receiving, taking or using any Prize except for any liability which cannot be excluded by law.
30. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Conditions of Entry, the Promoter will not be liable for any failure to perform or delay in performing its obligation and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion, subject however to any directions given by any applicable gaming authorities.

All Entries become the property of the Promoter. The Promoter requires the entrant's personal information in order to conduct the Promotion. If the entrant does not provide the mandatory personal information requested as part of the Promotion then the entrant will not be able to take part in the Promotion. By participating in this Promotion, each entrant is taken to consent to the Promoter using the entrant's personal information to administer the Promotion, and disclosing the entrant's personal information to organisations that assist the Promoter with administering the Promotion, and to third parties as required by law.

31. 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](http://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 27 of these Terms and Conditions, the Promoter will not disclose any personal information overseas.

32. 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