

Holiday On Martay Terms and Conditions of Entry

General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions. 2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to all residents of New South Wales, Queensland and Victoria who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 16, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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.
5. Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's

parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation. 6. The Promoter is My Yerba Mates Pty Ltd (ABN 50 647 263 349) (the '**Promoter**'). The Promoter's address is 60840 Bruce Hwy, Friday Pocket QLD 4855.

How to enter

7. To enter Eligible Entrants must, during the Promotional Period (defined below): purchase one of the Promoter's energy drinks worth \$3.99 ('**Eligible Product Purchase**') and scan its QR code that goes to the website where Entrants must register their contact details and submit a photo of the receipt or proof of purchase to automatically get one entry.
8. Photos that are copyrighted cannot be submitted unless you have permission from the photographer/owner. Photos including names or images of third parties may only be submitted with the prior approval of that third party.
9. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries permitted

10. One entry per Eligible Product Purchase. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.

Open, Close, Draw and Publish dates

11. The competition commences on **15/12/2024** at **12:01 AM** and closes **15/02/2025** at **11:59 PM** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
12. Subject to clause 16, the three (3) winners will be the first three valid entry drawn electronically at Promoter's Premises at 60840 Bruce Hwy, Friday Pocket QLD 4855 on **16/02/2025** at **11:00 AM**. The winner will get a chance to win the major prize. The winner has one chance to pick a number and spin the electronic wheel on **24/02/2025** at **11:00 AM** at Promoter's Premises at 60840 Bruce Hwy, Friday Pocket QLD 4855. Each winner or winner's representative may be present. Otherwise, the winner will be contacted by video call and can authorise an independent person to spin the electronic wheel on their behalf. The results of the spin will determine whether each winner wins \$16,000 AUD (won if the wheel lands on the same number selected by the winner). Each winner will only be given one chance to spin. If the major prize is not won, the winner will receive the consolation prize. The odds of a winner winning a prize are one (1) in two hundred fifty (250). The Promoter will ensure that all entries have an equal chance of winning a prize.
13. The draw and the announcement of the prize winner will be scrutinised by an independent person.
14. The winner will be notified by email and telephone within two business days of the draw. The winners details (last name, first initial and postcode) will also be published on **17/02/2025** at <https://yerbamartay.com.au/competition/> for 30 days.
15. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
16. Should at the time of the prize event where Eligible Entrants are required to attend in person, there be a State or Territory legislated, individual health order, or other restriction on the Eligible Entrant from attending i.e. from leaving their State of residence, then the Eligible Entrant may attend via Teams with the Promoter otherwise running the prize event as originally planned. This will be achieved by a representative of the Promoter following the instructions of the Eligible Entrant, to the best of their ability. The actions of the Promoter representative will determine the results of the competition.
17. The Promoter may conduct such further draws on **19/05/2025** (at 11:00 at Promoter's

Premises at 60840 Bruce Hwy, Friday Pocket QLD 4855) as the original draw in order to distribute any prizes that have been won but unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. The winners details (last name, first initial and postcode) will also be published on **26/05/2025** at <https://yerbamartay.com.au/competition/> for 30 days.

Prize on offer

18. The total prize pool is valued at up to a maximum of \$48,000 (Including GST), as at 12/12/2024.
19. The total number of competition winners in this competition is three. The prize on offer is

Number of winners	Prize description
3 Winners	<p>Each winner will have the chance to win either:</p> <p>The Major Prize: Trip to Fiji : Economy class, Flight : Major City in Aus to Nadi Hotel type: Hotel type: 4 Star Hotel Location: Fiji, Beach front villa Valued at \$16,000 (there is only a 1 in 250 chance of winning the major prize if you are selected to spin the wheel)</p> <p>OR</p> <p>The Consolation Prize: Martay Ambassador Pack. A Martay T-shirt & a month's supply of Martay. Valued at \$150</p>

20. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian over the age of 18 at all times.
21. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Holidays are subject to flight and booking availabilities.

22. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
23. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companion/s. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer points cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays, and winners must provide all suppliers with a minimum of 21 days' advance notice of intention to travel. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
24. In the event that for any reason whatsoever a winner does not take an element of the 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 awarded in lieu of that element of the prize.
25. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smarttraveller.gov.au. Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available. Travel insurance is not included in the prize but is highly recommended.

Further Terms and Conditions

26. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
27. Any entrant found to be entering incorrect contact details, including incorrect email

contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

28. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
29. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
30. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
31. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
32. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash.

Privacy Collection statement

33. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <https://yerbamartay.com.au/>. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, My Yerba Mates Pty Ltd (ABN 50 647 263 349) of 60840 Bruce Hwy, Friday Pocket QLD 4855.

Copyright, Statutory guarantees, Waiver and liability

34. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. 35. In

participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use. 36. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize. 37. The Promoter (subject to regulatory approval) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition or if such a change is required to ensure the safety of the Promoter, its representatives and of entrants. The extent of any such amendment or other action will

be proportionate to the reasons giving rise to such action. Such changes may include the timing of any draw, the conduct of any prize related activities, and the timing or destination of any travel. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

38. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
39. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
40. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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.

Competition permits

41. Authorised under: NSW Permit No. TP/04035.