

## Pepsi x Synthony Ticket Giveaway – NEW ZEALAND

### TERMS AND CONDITIONS

1. Information on how to enter and Prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these terms and conditions.
2. The Promoter is Suntory Beverage & Food New Zealand Ltd. 86 Plunket Avenue, Manukau, Auckland 2104, New Zealand.
3. The promotion is open to New Zealand residents aged eighteen (18) years or over who submit a Qualifying Entry.
4. Employees of the Promoter, its related entities and agencies associated with this promotion, and their immediate families are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
5. Entries into the promotion open at **12.01am** on **Tuesday 11<sup>th</sup> March 2025** and close at **11.59pm** on **Wednesday 19<sup>th</sup> March 2025** (“Promotional Period”).
6. To enter the promotion, during the Promotional Period, entrants must both tag @pepsi\_nz and tag one friend (“Qualifying Entry”).
7. Entries are limited to one per person (i.e., each entrant can only enter the promotion once).
8. There is one (1) Prize to be won. The Prize includes two (2) x Synthony VIP tickets (“Prize”) with an RRP of \$500 NZD each. Tickets are valid till 29 March 2025. Total Prize pool is valued at \$1,000 NZD.
9. The Prize winner will be determined by way of random draw from all valid entries received by the Promoter during the Promotional Period on **20<sup>th</sup> March 2025**. The Prize winner will be the first Qualifying Entry randomly drawn from all entries received during the Promotional Period.
10. The Prize draw will take place at 16 Normamby Road, Mt Eden, Auckland (OMD).
11. The winner will be notified via an Instagram message, sent from the Pepsi NZ Instagram account to the user account associated with the winning entry. The winner must reply to that Instagram message within forty-eight (48) hours (i) to confirm acceptance of the Prize and (ii) with their valid email address, in order to redeem their Prize. If the Prize winner fails to reply to the Instagram message sent by Pepsi NZ Instagram account within forty-eight (48) hours, their Prize will be void and no compensation will be payable. The winner must be the registered user of the Instagram account associated with the winning entry.
12. In the event that (a) an ineligible entry is drawn (for example, if the entrant is not a New Zealand or Australia resident or is not eighteen (18) years or older), (b) the winner has already been selected to win another Prize, or (c) the Promoter is unable to contact a winner within forty-eight (48) hours of first attempting to notify the winner, having made reasonable attempts to do so, the Promoter may deem that winner’s entry invalid and select a new winner on the same terms as the original Prize draw. In that case,

the original winner is not entitled to any compensation. If a winner cannot accept or take part in the Prize for any reason, that winner's Prize will be void and no compensation will be payable.

13. Entrants acknowledge and agree that their Qualifying Entry comment must not contain content that is unlawful, fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, and will not be otherwise defamatory, obscene, derogatory, violent, objectionable, or otherwise unsuitable for publication.
14. Prize is not transferable, changeable or redeemable for cash.
15. In the event that a Prize or any part of a Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
16. The Promoter's decision is final on all matters and no correspondence will be entered into.
17. The Promoter reserves the right to amend, suspend or cancel any aspect of this promotion (including any Prize or term) at any time in its sole discretion.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. 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.
20. The Promoter reserves the right to verify the validity of a winner's entry and disqualify any entry or refuse to award a Prize where false or misleading details have been given by an entrant or an entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
21. The winner acknowledge and agree that they will comply with all instructions given by employees of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promoter into disrepute.
22. By entering this promotion, entrants agree to the use of their names, photographs and likeness for promotional and advertising purposes, and agree to make themselves reasonably available for this purpose as required by the Promoter. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.
23. 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; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. 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.
25. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any

entry to be entered into the promotion due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost, misdirected or incorrectly submitted entries. Incomplete or indecipherable entries will be deemed invalid.

26. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
27. As a condition of participating in the promotion, each winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which a winner may incur arising out of their participation in the promotion and/or participating in the prize, howsoever caused.
28. Except for any liability that cannot be excluded by law, the Promoter 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, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected; (d) any variation in the Prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a Prize.
29. PepsiCo Australia Holdings Pty Limited and its associated agencies and companies (collectively "PepsiCo") are not involved in or responsible for the organisation or conduct of this promotion, and 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). All participant inquiries should be directed to the Promoter, on the details noted above, and not PepsiCo.
30. This promotion is in no way sponsored, endorsed, administered by or associated with Instagram. By entering into this promotion, each entrant releases Instagram from any liability in respect of the promotion. Instagram will not be liable for any loss, damage or personal injury which is suffered or sustained by an entrant as a result of participating in the promotion (including taking and use of a Prize), except for any liability which cannot be excluded by law.
31. The Promoter collect and hold personal information provided by entrants for the purposes of this Promotion and for future promotional purposes. For the purposes of notifying the winner and facilitating redemption of a Prize, the Promoter may pass winner's personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from entering the promotion or being able to receive a Prize. All personal information provided by entrants will be held by the Promoter. Under the Privacy Act 2020, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to [FrucorConsumer@frucorsuntory.com](mailto:FrucorConsumer@frucorsuntory.com).
32. Any questions relating to this promotion should be referred to <https://www.suntoryoceania.com/terms-conditions/>, or call 0800 332 531.

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