Pepsi x Homegrown Festival Giveaway New Zealand
Terms and Conditions

Promoter	Suntory Beverage & Food New Zealand Limited (NZBN 9429000009478), 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand
Eligible Entrants	The promotion is only open to New Zealand residents aged 18 years and over.
Ineligible Entrants	Employees (and their immediate families) of the Promoter 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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
Promotional Period	The promotion opens at **9.00 am NZST on 6th March 2026**, and closes at **11:59 pm NZST on 11th March 2026**.
Where will the promotion run?	The Promotion will be run as a post made on the official Pepsi Instagram page with handle @pepsi_nz (‘**Promoter’s Account**’).
Entry Requirements	To enter the promotion, you must: a) have a public Instagram account; b) follow the @pepsi_nz and @jimbeamhomegrown Instagram page; c) like the promotional post advertising the social giveaway within the Promotional Period; d) tag at least one friend in the comments of the promotional post (each unique comment constitutes one entry); i. for the avoidance of doubt, one comment featuring multiple tags will only constitute one valid entry; e) remain following the Promoter’s Account at the time of the Prize Draw. No purchase is required to enter social giveaway
Prize	There is 1 prize as detailed below to be won: **Prize** / **Quantity** / **Value per Prize (RRP – $NZD)** Jim Beam Homegrown GA Ticket / 2 / $209 RRP means recommended retail prize.
Total Prize Pool	RRP $418 NZD.
How many times can I enter?	Multiple entries are permitted, subject to the following: a) only one (1) entry is permitted per qualifying comment b) each entry must be submitted separately and in accordance with the Entry Requirements; c) a maximum of five (5) entries, per person, per day is permitted; and d) an entrant is eligible to win a maximum of one (1) Prize.
Prize Draws	Draw: a) Entries received outside of the Promotional Period will not be entered into the draw. b) The draw will take place at Suntory Beverage & Food New Zealand Limited, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand at Thursday 12th March 2026 10am using computerised random selection from all valid entries received by the Promoter during the Promotional Period. c) The first one (1) valid entry drawn will be the winner of the prize specified above. d) The draw conductor may draw additional reserve entries and record them in the order

Commented [PD1]: @Brooke Swain (SBFO) Just changing date as the prize draw is scheduled for the 2nd @ 9am

	drawn, to be used in the event that an invalid entry or ineligible entrant is drawn. e) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance. If an ineligible entry is drawn (for example if the entrant is not a New Zealand resident or is not 18 years and over), the Promoter will deem that winner's entry invalid and use the reserve entries in the order drawn to select a new winner. In that case, the original winner will not be entitled to any compensation.
Winner Notification	The winner will be contacted by an Instagram direct message from the Promoter's Account within twenty-four (24) hours of the Prize Draw. The winner will also be tagged by the Promoter's Account in the comment section of the original promotional post. Following successful contact by the Promoter, the winner must confirm their acceptance of the Prize and provide the Promoter with their email address within (24) hours of being contacted by the Promoter. Failure to do so will result in their Prize being void and no compensation will be payable.
Unclaimed Prizes	If the Promoter is unable to contact a winner within forty-eight (48) hours of the Prize Draw, having made reasonable attempts to do so, the Promoter will deem that winner's entry invalid and conduct an unclaimed prize draw to select a new winner on the same terms as the original Prize Draw. In that case, the original winner will not be entitled to any compensation. The unclaimed prize draw (if required) will take place on Thursday 13th March at the same time and place as the original draw, subject to any directions from a regulatory authority. The Promoter may also draw reserve entries for the unclaimed prize draw to be used in the event an invalid entry or ineligible entrant is drawn. The winner of the unclaimed prize draw will be contacted by email within twenty-four (24) hours of the unclaimed draw and must comply with the requirements set out in the Winner Notification. If there are no prize winner(s) or winner(s) for this Promotion cannot be found, this information will be published as a comment by the Promoter's Account on the original promotional post.
Prize Delivery	The Prize will be delivered to the nominated email address the Prize winner within twenty-four (24) hours of receiving the contract details.

1. Information on how to enter and Prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. In these Terms and Conditions, unless the context otherwise requires, a word in the singular include the plural and vice versa.

3. 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.

4. No part of a Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

5. 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.

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. To 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.

8. 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.

9. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.

10. The winner 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.

11. The Promoter’s decision is final on all matters and no correspondence will be entered into.

12. 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, subject to State or Territory regulation due to unforeseeable circumstances where the promotion is not capable of running as planned.

13. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

14. 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. Prize winner may be asked to show valid proof of identity at the time of collecting their Prize. Neither the Promoter nor their agents will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the registered phone or email owner.

15. The Promoter reserves the right to verify the validity of the 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.

16. 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 Terms and Conditions in the event of any inconsistency. To the extent permitted by law the Promoter 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 Terms and Conditions or otherwise.

17. 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.

18. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant. All entries received during the Promotional Period will be accepted.

19. Unless otherwise held invalid by a court of law, it is a condition of participating in the promotion, the winner indemnifies the Promoter against all legal costs associated with an unsuccessful claim which may arise out of their participation in the promotion and/or participating in any Prize.

20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law.

21. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without compensation, and any copyright will vest in the Promoter.

22. The winner acknowledges and agree that they will comply with all instructions given by employees and agents of the Promoter and other agencies associated with this promotion and agree not to do anything that may bring the Promoter into disrepute.

23. 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.

24. Except for any liability that cannot by law be excluded, including any relevant statutory 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, unauthorized 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 (g) use of a prize.

25. Entrants' personal information will be collected by the Promoter directly or through the Promoter's agents or contractors. 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 New Zealand regulatory authorities. Entry is conditional on providing this PI. By entering, entrants consent to the Promoter using this information for future marketing communications about the Promoter, its products, and other opportunities the entrants might be interested in, including via email. Entrants may opt out of receiving such communications at any time by clicking the "unsubscribe" link included in each communication, or by contacting the Promoter directly at customersupportanz@suntory.com. The Promoter will also use, and handle PI as set out in its Privacy Policy, which can be viewed at https://www.suntoryoceania.com/privacy-policy/. The privacy policy also contains information about how entrants may access, update or correct their PI, how entrants may complain about a breach of the New Zealand privacy laws or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Under the Privacy Act 2020, entrants

have the right to access and correct any such personal information held by the Promoter by sending an email to customersupportanz@suntory.com.

26. 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.

27. Any questions relating to this promotion should be referred to pepsi.marketing@suntory.com

Commented [SS(2]: Please amend if necessary.