

“HARD FIZZ – WIN A LIV GOLF NASHVILLE EXPERIENCE”

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.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Participating Stores (defined below) 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin.
4. Entries into the promotion open on 03/04/24 and close at 11:59pm AEST on 30/04/24 (“Promotional Period”).
5. A participating store is any First Choice Liquor Market store located in Australia that stocks the Eligible Products (defined below) and displays material relating to the promotion during the Promotional Period (“Participating Store”).
6. To be eligible to enter, individuals must, in a single transaction, purchase any HARD FIZZ product (each an “Eligible Product”) from a Participating Store during the Promotional Period (“Qualifying Transaction”). In the event that a purchase receipt is not provided to an entrant for their Qualifying Transaction, it is the entrant’s responsibility to request such materials.
7. To enter, individuals must then, during the Promotional Period, visit <https://getfizzy.co/promotions>, follow the prompts to the promotion entry page, input the requested details (including but not limited to their first name, last name, date of birth, valid email address, phone number, mobile number and State/Territory of residence), upload a photo of their purchase receipt and submit the fully completed entry form.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Eligible Products purchased in the Qualifying Transaction in excess of one (1)); and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the Participating Store of purchase and that the purchase was made during the Promotional Period but prior to entry.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, 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.
11. Incomplete or indecipherable entries will be deemed invalid.

12. 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.
13. The draw will take place Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 on 02/05/24 at 12:00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and email within two (2) business days of the draw and their name will be published online at <https://getfizzy.co/promotions> on 07/05/24.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a 2024 LIV Golf Nashville experience for two (2) adults valued at AU\$14,000.

Prize includes:

- Two (2) x hospitality tickets to the 2024 LIV Golf event in Nashville, USA scheduled to take place on 22/06/24;
 - One (1) x \$10,000 Flight Centre Voucher to be used towards two (2) x return economy airfares from the winner's nearest Australian capital city to Nashville, USA and three (3) x nights accommodation in Nashville, USA; and
 - AU\$3,000 Digital VISA Gift Card for transport and meals.
16. Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between 21/06/24 and 25/06/24 and is subject to booking and flight availability. The winner and their companion must depart Australia on or before 21/06/24. The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
 17. Itinerary to be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. The legal drinking age in the USA is 21 and whilst individuals aged 18 years and over but under 21 years can participate in and redeem all elements of the prize, only individuals aged 21 years or over will be legally allowed to order and consume alcohol whilst participating in certain elements of the prize.
 18. Further travel conditions apply as follows:
 - a) The winner and their companions must possess a valid Australian passport with a minimum of six (6) months validity from the date of scheduled return to Australia (Entry Requirements). It is the responsibility of the prize winner and their companion to ensure that they have full and correct documentation and vaccinations for travel.
 - b) Winner and their guest must meet the eligibility requirements of ESTA Visa Waiver for entry into the USA and will be responsible for securing their ESTA Visa Waiver, prior to their trip, at their own expense.
 - c) No compensation or alternative travel plans will be arranged should the winner and/ or their guest miss the LIV Golf event in Nashville event.

19. Any ancillary costs associated with redeeming the Digital Visa Gift Card or Flight Centre Voucher are not included. Any unused balance of the Digital Visa Gift Card or Flight Centre Voucher will not be awarded as cash. Redemption of the Digital Visa Gift Card or Flight Centre Voucher is subject to any terms and conditions of the issuer including those specified on the Digital Visa Gift Card or Flight Centre Voucher.
20. The Promoter encourages consumers to enjoy responsibly. Never drink and drive. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy.
21. If for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
22. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
23. Total prize pool value is AU\$14,000.

Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. The 2024 LIV Golf event tickets in Nashville, USA are subject to the venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
25. A draw for any unclaimed prizes may take place on 03/06/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within two (2) business days of the draw and their name will be published online at <https://getfizzy.co/promotions> on 05/06/24.
26. Entrants consent to the Promoter 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 for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. 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.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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.

30. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
31. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). 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.
32. 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) if the 2024 LIV Golf event in Nashville, USA is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking of a prize.
33. 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 Australian regulatory authorities. Entry is conditional on providing this PI. The entrants consent to the Promoter using their PI for these purposes or any other purposes set out in its Privacy Policy. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://getfizzy.co/pages/customer-service#Policies>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
34. The Promoter is Southtrade International Pty Ltd (ABN 46 099 947 163) of Level 4/15 Blue Street, North Sydney, NSW, 2060 telephone (02) 8080 9150 ("Promoter").

NSW Authority No. TP/02982. ACT Permit No. TP24/ 00614. SA Permit No. T24/ 498