

Our Story



[V ENERGY DRINK AUSTRALIA WEDNESDAY, JUNE 5, 2019](#)

V – Energy – Social Rules of Engagement

We welcome your participation on this page. Please be respectful of the entire community by complying with the terms and policies of Facebook and avoid posting spam or comments that:

- Attack or discriminate other users
- Contain expletives
- Have inflammatory religious content
- Reference a third-party page or website unless agreed to by V Energy NZ
- Use the page to promote personal causes, charities or business activities

Any comments and posts that breach these terms will be removed by V Energy. If an individual repeatedly violates this policy, that user will be blocked from posting in the future. V Energy NZ claims no liability in any way connected to the use of or access to the V Energy NZ Facebook page.

By making any contribution to the V Energy NZ Facebook page - including comments, photos or videos – you are granting V Energy NZ permission to reuse this content inside the Facebook platform. Permission will be sought via an individual request to the owner of the comment if V Energy NZ wishes to utilise the content outside of the Facebook platform. Please direct message the page admin with any questions or concerns.

#VCHAT – Terms and Conditions of Entry 2019

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.

2. The Promoter is Frucor Suntory Beverages Pty Ltd (ABN 73 060 091 536) of 2/5 George Street, North Strathfield NSW Australia 2137, telephone: (02) 8762 0399 and Frucor Suntory New Zealand Limited 86 Plunket Ave, Manukau, Auckland 2104, New Zealand, telephone 0800 332 531.

3. The promotion is open to New Zealand and Australian residents aged 18 years or over.

4. 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 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. The [#VCHAT](#) Promotion opens 12:00am 25th May 2019 and ends at 11:59:59pm on 30th September 2019, New Zealand or Australian time according to the location of the entrant(“Promotion Period”).

6. There will be a minimum of 20 prizes awarded across Australia and New Zealand with a maximum total prize pool for the promotion valued at AUD\$200,000. The maximum value of each prize is AUD\$10,000.

7. To be eligible to enter, individuals must, during the Promotion Period, use any branded V energy drink products to spell out any word using the letters that appear on the front of the products and upload an image, photograph or video of the word during the Promotion Period to:

(a) Instagram: Entrants must either post an image, photograph or video of the word to their personal Instagram with the hashtag [#VChat](#), send an image, photograph or video of the word via the Instagram story function with the hashtag [#VChat](#), or direct message an image, photograph or video of the word with the hashtag [#VChat](#) to @VEnergyNZ or @VEnergyAU.

(b) Snapchat: Entrants must send an image, photograph or video of the word via the Snapchat story function to @VEnergyANZ.

(c) Facebook: Entrants must either post an image, photograph or video of the word to the V Energy NZ or V Energy Drink Australia Facebook page with the hashtag [#VChat](#), or comment with an image, photograph or video of the word with the hashtag V Chat on the 'how to enter' video available on the V Energy NZ or V Energy Drink Australia Facebook page, or make a public post of an image, photograph or video of the word on their personal Facebook page with the hashtag [#VChat](#).)

For the avoidance of doubt, letters that appear on packaging for multipacks may be used as part of an entry.

8. Prizes will be awarded throughout the Promotion Period to winners as determined by the Promoter. Each prize will relate to the word spelt out in the winning entry, as interpreted and determined by the Promoter in its sole discretion. This is a game of skill, and prizes will be awarded based on the creativity of entries received. Luck and chance play no part in determining which entries will win prizes.

9. Entrants can enter multiple times during the Promotion Period, provided that each image/picture/video is different, the original work of the relevant entrant, and each entry is accompanied by the hashtag [#VCHAT](#) and publicly posted on the entrants personal Facebook, Snapchat or Instagram or on the V Energy NZ and AU Facebook pages in accordance with these terms and conditions. Entrants must have their pages set to public to enter.

10. Incomplete, indecipherable or entries that are viewed to be derogative, offensive or otherwise inappropriate will be deemed invalid.

11. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.

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 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.

14. Each winning entrant will be contacted on the social media page on which the [#VCHAT](#) entry was posted and will be asked for their full name, phone number, email address or other information required by the Promoter to contact them to facilitate the prize delivery. Prizes will be awarded to winners within 28 days of winner selection.

15. In the event that an ineligible entry is selected or the Promoter is unable to contact a winner within 48 hours of contact first being attempted, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid. The prizes are not transferable, changeable or redeemable for cash.

16. Winners must accept prizes as awarded by the Promoter, on the dates and at the locations specified by the Promoter in its sole discretion. If the prize involves travel or an activity, the winner and any other people who participate in the prize may be required to sign additional documentation, such as waiver forms. Additional terms and conditions for redemption of prizes may apply, including terms and conditions imposed by prize suppliers.

17. The names of all prize winners will be published online www.V-energy.com.au for Australian winners and www.v.co.nz for New Zealand winners.

18. The Promoter's decision is final and no correspondence will be entered into.

19. If for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.

20. Neither the Promoter nor any other entity associated with this competition will be responsible for any late, lost, misdirected or incorrectly submitted entries, including but not limited to entries not received due to technical problems, social media privacy settings or human error. The Promoter has no control over the internet, its service providers or network lines and signals and connectivity and

therefore accepts no responsibility for any problems associated with this technology.

21. The Promoter and its associated agencies or companies accept no responsibility for any tax or other additional costs incurred by a participant in connection with the receipt of any prize under this Promotion.

22. All entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the Promoter.

23. By entering this Promotion, entrants agree to the use of their names, photographs and likeness for promotional/advertising purposes, and agree to make themselves reasonably available for this purpose. The ensuing copyright will rest with the Promoter, without any claim to compensation from the entrants.

24. Entrants agree not to post any content that is likely to be offensive, defamatory, or objectionable to any person. Entrants confirm that any person featured in their entry has consented to their image being used in this Promotion.

25. Entrants agree to comply with all reasonable directions of the Promoter and any prize suppliers. Entrants agree that they will not do anything that could bring the Promoter or its products into disrepute.

26. If a winner cannot accept or take part in the prize for any reason, their prize will be void and no compensation will be payable.

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

28. All decisions made by the Promoter its employees or agents are final and no correspondence will be entered into.

29. In the event the Promotion cannot operate as anticipated, the Promoter may amend, suspend or cancel any aspect of the competition (including any prize) in its sole discretion.

30. This Promotion is in no way sponsored, endorsed or administered by or associated with, Instagram, Snapchat or Facebook. Any information provided by entrants in the course of this Promotion is provided to the Promoter and not to Instagram, Snapchat or Facebook.

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 (Australia) or the Consumer Guarantees Act 1994 (New Zealand), or any other implied warranties under consumer protection laws in New Zealand or 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) any tax liability incurred by a winner or entrant; or (f) use 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 regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://frucorsuntory.com/privacy-policy/> 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 the Privacy Act 1993 (as applicable) or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose entrant's PI to any entity outside of Australia and New Zealand. Entrants may access and request correction of any of the details about them held by the Promoter by sending an email to raydarpromotion@gmail.com