



1800-JUICE-Y PROMOTION TERMS & CONDITIONS

PROMOTER	Boost Juice Pty Ltd ABN 11 092 165 681, Level 8, M-City Building & Business District, 2107-2125 Dandenong Road, Clayton, VIC 3168, Australia. Ph: (03) 9508 4400 For any inquiries regarding this Promotion, please contact the Promoter via boost@boostjuice.com.au or on (03) 9508 4400
PROMOTION PERIOD	Start Date: 04/11/24 at 09:00 am AEDT End Date: 01/12/24 at 11:59 pm AEDT
ELIGIBLE ENTRANTS	Entry is only open to Australian residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.
HOW TO ENTER	To enter the Promotion, the entrant must, using their Australian mobile phone number, call 1800-JUICE-Y (1-800-584239) and leave a voicemail with their 'juiciest' summer story (max 60 seconds in total post voicemail 'beep' sound) during the Promotional Period. Entrants must be on the call after the voicemail 'beep' sound for at least 10 seconds (to confirm they consent to the Promoter's privacy policy) in order to be awarded with a prize (subject to availability). Entrants will be notified via SMS (to the number used to make the initial call) with the Instant Prize they have won. Instant Prizes to be won are outlined below and will be allocated at random.
ENTRIES PERMITTED	Multiple entries permitted subject to the following: a. limit one (1) call per mobile phone number per week of the Promotional Period"; a. max four (4) calls per mobile phone number throughout the entire Promotional Period; and a. each entry must be submitted separately and in accordance with the entry instructions above. *For the sake of clarity, a 'week' begins on a Monday and ends on a Sunday.
TOTAL PRIZE POOL	Up to AUD \$87,000.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
Prize 1: The prize is an Original Boost drink, redeemable via the Boost Juice App.	Up to 3500	AUD\$9.00	Instant Win
Prize 2: The prize is a \$3 Boost Juice App voucher, redeemable to put towards an Original Boost drink via the Boost Juice App.	Up to 8500	AUD\$3.00	Instant Win
Prize 3: The prize is a Protein Ball, redeemable via the Boost Juice App.	Up to 4000	AUD\$3.00	Instant Win
Prize 4: The prize is a \$2 Boost Juice discount App voucher, redeemable on any Boost drink purchase via the Boost Juice App.	Up to 9000	AUD\$2.00	Instant Win

PRIZE CONDITIONS

- The prize will be awarded in the form of a unique code. The unique code will be sent to the winners via SMS to be redeemed via the Boost Juice App.
- Any ancillary costs associated with redeeming the App voucher are not included. Any unused balance of the App voucher will not be awarded as cash. Redemption of the App voucher is subject to any terms and conditions of the issuer including those specified on the App voucher.
- App vouchers not to be used in conjunction with any other discount or offer including Vibe Rewards.
- App vouchers not redeemable for Power Plant Protein, Pure Eden Smoothie, Choc Muscle Hustle or Protein Supreme.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. **Instant Win**
 - a. Winners will be notified with the Instant Prize they have won upon completing the entry method (outlined above), subject to the 10-second minimum call requirement (after the voicemail 'beep' sound).
 - b. Quality control errors will not invalidate an otherwise valid prize claim.
 - c. Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured.
 - d. Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
7. 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.
8. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
9. 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, subject to any written directions of a regulatory authority.
10. No entry fee is charged by the Promoter to enter the Promotion.
11. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <http://www.boostjuice.com.au/privacy-policy>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
13. 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 Conditions of Entry 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 Conditions of Entry or otherwise.
14. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
15. If for any reason any aspect of this Promotion is not capable of being authorised as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
16. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrants' details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
17. All material submitted on entry (e.g. sound/voice recording(s) and answer(s) to a promotional question) must NOT be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants will have the option, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all materials they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrants warrant and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademark or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
19. The Promoter and its associated agencies and companies 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 the promoter's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
20. The winner(s) 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.
21. 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.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
23. Authorised under: TP Permit No. TP 24/O2484, NSW Authority No. TP/55 and SA Permit No. T24/1911.