



"KOMBU KOMBUCHA PLANET-FRIENDLY GIVEAWAY" COMPETITION (2021)

PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to this promotion, these Terms and Conditions prevail.
2. The Promoter is Envirobank (NT) Pty Ltd ABN 95 151 408 605 ("**Promoter**") of 82-82 George Street, Redfern NSW 2016 ("**Promoter's Address**"). Telephone number 1800 368 476.
3. By (1) being a Crunch Member during the Promotion Period or (2) accepting a prize, in the event that the eligible Crunch Member (referred to below as the entrant) is a winner, the entrant (or its parent or guardian) is deemed to accept these terms and conditions.

ELIGIBILITY

4. Entry is open to:
 - (a) individuals (registered Personal Consumers) who are Crunch Members, and are residents of Australia aged 13 years or older at the date of entry into this promotion; and
 - (b) registered Businesses or Organisations (including schools, community groups, charities) who have Crunch accounts, with a registered office or place of business in Australia,

("entrant"). For the purposes of these Terms and Conditions, a "**Minor**" is a person who has not attained the age of 18 years.
5. Further, to be eligible to enter, the entrant must have a valid:
 - (a) Australian residential or business address;
 - (b) Email address; and
 - (c) Crunch rewards program account ("**Crunch account**") and associated Crunch Membership number ("**Crunch Member number**"). The account must not be restricted or suspended for any reason during the Promotional Period or at the time of any prize draw,

and otherwise comply with these Terms and Conditions and the Consumer Portal Terms and Conditions attached to the Crunch account. A link to a copy of the Consumer Portal Terms and Conditions (as varied from time to time) is available via the Crunch navigation menu and Envirobank website at <https://envirobank.com.au/terms-and-conditions/>.

6. In the case of an entrant who is a Minor, the entrant must have parental or guardian consent to enter this promotion. By entering into this promotion, the entrant represents and warrants that the entrant has obtained consent of his/her parent or legal guardian to participate in this promotion and to these Terms and Conditions. Parents or guardians permitting Minors to enter



into this promotion agree to these Terms and Conditions on behalf of the Minor. Where a Minor who is under 15 years of age wins a prize in the promotion, the prize will be given to the Minor's parent or guardian as the recipient of the prize.

7. The Promoter may require written confirmation in a form determined by it (e.g. signed releases and agreements) as evidence of consent to a Minor or entity entering this promotion (and any other matter in connection with this promotion). Failure to provide such further written confirmation will result in ineligibility for that entrant to participate in this promotion and any entry by that entrant deemed invalid.
8. In the case of an entrant who is not an individual, the nominated representative on the entrant's Crunch account represents and warrants they are authorised to enter into this promotion and liaise with the Promoter on behalf of the entrant.
9. The following are ineligible to enter this promotion:
 - (a) Crunch Members who are not registered as a Personal Consumer, Business or Organisation, and those Crunch members who, if properly registered, are not categorised as a Personal Consumer, Business or Organisation; and
 - (b) employees and consultants of the Promoter, and their immediate family. "**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 first cousin.

Determination of eligibility to enter or participate in this promotion is at the sole discretion of the Promoter, and any such decision is final.

PROMOTIONAL PERIOD

10. The promotion applies to all deposit transactions of eligible containers which are processed by Envirobank through the Crunch rewards program in the period from 12.01am AEST on Monday, 27 September 2021 to 11:59pm AEST on Monday, 11 October 2021 ("**Promotional Period**"). All times in this promotion are based on Sydney local time.

HOW TO ENTER

11. To enter this promotion and participate in the prize draw ("entry requirements"), the entrant must:
 - (a) be a Crunch member during the Promotional Period, including at the time of the Prize Draw; and
 - (b) either sign up to become a Crunch member via the [Kombu Kombucha Planet-Friendly Giveaway](#) sign up link, or log into a Crunch account via the [Kombu Kombucha Planet-Friendly Giveaway](#) link.
12. Each entrant is limited to one entry. Entrants who create multiple accounts are disqualified and ineligible to win. Entrants must include a valid email address and shipping address in their Crunch account.
13. Entry into this promotion is free (excluding internet connection, mobile, telephone and



any other third party charges).

14. Entries must be received by the Promoter before the end of the Promotional Period.
15. The Promoter reserves the right, at any time, to verify and require the entrant to verify the entrant's details (including an entrant's identity, age and place of residence or in the case of a Minor, the legal guardian or parent's identity, age and place of residence). The Promoter reserves the right, in its sole discretion, to disqualify any entrant who the Promoter believes, for any reason, has breached any of these Terms and Conditions (including the Consumer Portal Terms and Conditions), tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the 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.
16. If there is a dispute as to the identity of an entrant, validity of an entry or the entrant's eligibility to participate in this promotion, the Promoter has sole discretion to determine the identity of the entrant, the validity of the entry and the eligibility of the entrant.

PRIZES

17. There are five prize packs ("**Prize**" or "**Prizes**") to be won, at a total value of AUD \$140 each. The Prize comprises:
 - (a) A 24-pack of Kombu Kombucha cans which includes:
 - (i) Free shipping
 - (b) Limited edition Kombu Kombucha cap which includes:
 - (i) Free shipping
 - (c) A 10-pack of Envirobank's Orange Bag Recycling Starter Kit:
 - (i) Free shipping
18. Total prize pool retail value of the Prizes in this promotion is valued between AUD\$700 and AUD\$725.
19. The value of the prizes are accurate at the commencement of this promotion. The Promoter is not responsible for any changes in the value of the Prizes.
20. Prizes (or any unused portion of a prize) are not transferable or exchangeable and cannot be taken as cash. Where a winner is not an individual, that winner may nominate natural persons to receive prizes on its behalf (subject to the Promoter or prize supplier's discretion).
21. Where a prize is a gift voucher, these are subject to availability, the terms and conditions stipulated by the prize supplier (at its sole discretion) and are only valid on the dates and times specified by the prize supplier.



22. If a prize (or part of a prize) is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the prize (or that part of the prize) with a prize similar to and of equal or greater value than the original prize.
23. As a condition of accepting a prize, each winner (or their parent/guardian/representatives on the winner's behalf) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
24. Any complaints about a prize must be resolved directly with the prize supplier.

Prize Draw

25. The Prize draw will be conducted electronically. The Prize winners will be drawn at random using a random electronic drawing system as follows:

Draw Date	Entries in pool for prize draw
15 October 2021	Entries received between 12.01am AEST on 27 September 2021 to 11.59pm AEST on 11 October 2021

26. The Prize draw will take place on Friday 15 October 2021 and will be conducted electronically as above.
27. The five winners of the Prize will be drawn from all entries that have met entry requirements, received during the Promotional Period at random using a random electronic drawing system. The winners of the Prize will be the first five valid entries drawn. The Promoter may draw additional reserve entries at the Prize draw and record them in order in case of an invalid entry. If, for any reason, a drawn entry is deemed invalid, then the next entrant with a valid entry (and who claims and does not forfeit the prize) from the reserve entries will be the winner.

Notification of winners

28. Winners will be notified within 7 business days of the relevant prize draw date via the email recorded in their Crunch account ("**Notification**"). Where the winner is not an individual, the Notification will be addressed to the entrant's nominated contact on its Crunch account.
29. Notwithstanding any Notification, winners are all provisional winners until such time as the Promoter is satisfied that the entrant has complied with these Terms and Conditions (including any conditions of claiming a prize).

Claim Period, Delivery and Unclaimed Prizes

30. Each prize must be claimed within 2 days of the Notification, or a longer period determined by the Promoter at its sole discretion ("**Claim Deadline**"). To claim a prize, the winner must and in the manner directed by the Promoter:
 - (a) confirm that the winner agrees to these Terms and Conditions, accepts the prize and nominates a valid Australian postal address to receive the prize;
 - (b) if requested, provide a copy of a current Government issued identification

containing the winner's photograph as proof of the winner's identity, age and address;

- (c) if requested, sign and provide any documentation required by the Promoter (in its absolute discretion), including any releases in favour of the Promoter or statutory declaration;
- (d) where a winner is a Minor or not an individual, provide details of the parent or guardian (in the case of a Minor) or natural person(s) (in the case of an entity) who will accept the prize on behalf of the entrant ("**Nominee**");
- (e) where the winner is not an individual, if requested, provide written confirmation from a duly authorised person of the entrant, (e.g. principal of the school) that the Nominee is authorised to claim and receive and claim the prize for the entrant; and
- (f) comply with any other requirement of the Promoter or a prize supplier.

Where the winner is a Minor, the parent or guardian of the Minor must comply with these requirements on the Minor's behalf. Where the winner is not an individual, an authorised representative of the winner must comply with these requirements on the winning entity's behalf.

- 31. If, by the Claim Deadline, a winner does not claim a prize, and the Promoter is unable to locate the winner using the email or telephone associated with the entrant's Crunch account or cannot deliver a prize, then the prize will be forfeited and deemed unclaimed.
- 32. A prize is deemed to be delivered to a winner at the time the Promoter or the prize supplier posts the prize to the winner's (or it's Nominee's) nominated postal address. Where a prize comprises components to be delivered in parts by the Promoter and a prize supplier, the prize is deemed to be delivered at the time the last part of the prize is posted by the Promoter or the prize supplier to the winner's (or it's Nominee's) nominated postal address. An alternative method of delivery of a prize (or part of a prize) may be agreed in writing with the winner. The prizes will be delivered within 1 month after the winner is decided, unless otherwise agreed in writing with the winner.
- 33. In the event that a prize is forfeited or is unclaimed after expiry of the Claim Deadline for any reason ("**Unclaimed Prize**"), the redraw of a winner ("**Unclaimed Prize Winner**") will be determined as follows:
 - (a) the next entrant with a valid entry from the reserve winning entries from the relevant draw will be the winner of the Unclaimed Prize. If the Unclaimed Prize Winner does not claim or forfeits the Unclaimed Prize, the Promoter will continue to redraw a winner from the reserve winning entries until the prize is claimed or the reserve winning entries are exhausted;
 - (b) where the reserve winning entries from the relevant prize draw are exhausted:
 - (i) the Promoter will conduct a redraw for the winner of the Unclaimed Prize within 7 days of the date on which the prize is deemed an Unclaimed Prize. The winner of the Unclaimed Prize will be drawn from the remaining entries from the relevant prize draw at random using a random electronic drawing system and be the first valid entry drawn at the Unclaimed Prize Draw; and

- (ii) if the Unclaimed Prize Winner does not claim or forfeits the Unclaimed Prize within the specified time, the Promoter will continue to draw for a winner from the remaining entries from the relevant prize draw at random until the Unclaimed Prize is claimed. Such redraws will take place at a time and place as the Promoter decides in its absolute discretion.

34. Unclaimed Prize Winners will be notified in accordance with clause 29 above. The conditions at clauses 31 to 34 above also apply to Unclaimed Prize Winners.

GENERAL

35. The Promoter may cancel the promotion and not distribute a prize (or any element of the prize) where circumstances are beyond the Promoter's reasonable control and prevent the Promoter from providing the prize (or element of the prize). In the event of a COVID-19 outbreak in any part of Australia which results in a mandatory lockdown, the Promoter may, in its sole discretion, cancel and/or suspend the Promotion and is not liable to any entrant for any loss arising from such cancellation or suspension. The Prize winner should consult with the Prize suppliers about their specific terms and conditions in relation to COVID-19 and cancellations. The Promoter is not responsible for any loss or damage arising in relation to the redemption of the Prize.
36. 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 to (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
37. It is the entrant's responsibility to ensure their Crunch account details are accurate and correct, including contact information.
38. The Promoter's decisions relating to this promotion are final, including the validity of entries, the eligibility of an entrant and redemption of prizes. The Promoter will not enter into correspondence regarding the promotion results or any other decisions the Promoter makes in connection with this promotion.
39. The Promoter reserves the right to amend these Terms and Conditions at any time (without prior notice) without liability to any entrant or other person, subject to applicable laws. These Terms and Conditions and any varied Terms and Conditions will be available on the website <https://envirobank.com.au/Kombu-Kombucha-Giveaway-Terms.pdf>.
40. This promotion is governed by the laws in New South Wales.
41. 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. This includes (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 tax liability incurred by a winner, entrant or participant; (e) taking and/or use of a prize; (f) any late, lost, damaged or misdirected prize delivery due to any reason beyond the reasonable control of the Promoter, including any error or change in the winner's nominated addresses and any dealings by the individual who does or purports to participate in this promotion or claim the prize on behalf of an entrant; and (g) any incorrect contact details attached to the entrant's Crunch account.

PRIVACY AND COLLECTION NOTICE

42. The Promoter does not intend to collect personal information ("PI") over and above the information collected in connection with the Crunch member's account. In this regard, the Promoter suggests that the entrant review the Promoter's Privacy Policy. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://envirobank.com.au/privacy-policy/>.