

## Zeap Club Pre-launch Promotion Terms & Conditions ("Conditions of Entry")

Schedule															
<b>Promotion:</b>	Zeap Club Pre-launch Promotion														
<b>Promoter:</b>	Zeap Group Pty Ltd ABN 26 678 355 934, 1 Pearl St, Brooklyn, VIC 3012, Australia.  For any inquiries regarding this Promotion, please contact the Promoter via <a href="mailto:info@zeapclub.com.au">info@zeapclub.com.au</a>														
<b>Promotional Period:</b>	<b>Start date:</b> 29/11/24 at 09:00 am AEDT <b>End date:</b> 22/01/25 at 11:59 pm AEDT														
<b>Eligible entrants:</b>	Entry is only open to organisations within Australia (excl. SA).  Only an authorised representative (aged 18 years or over) of an organisation may enter on behalf of the organisation.														
<b>How to Enter:</b>	To enter the Promotion, the entrant must purchase any Zeap club subscription package via <a href="https://zeapclub.com/business-hub">https://zeapclub.com/business-hub</a> or a Nuvé Vodka subscription via <a href="https://nuvevodka.com.au">https://nuvevodka.com.au</a> during the Promotional Period.  Entrants will automatically receive the respective entry(ies) (outlined below) into the draw by completion of the above steps.  <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Subscription*</th> <th>Entries</th> </tr> </thead> <tbody> <tr> <td>Zeap Club Starter</td> <td>1</td> </tr> <tr> <td>Zeap Club Established</td> <td>5</td> </tr> <tr> <td>Zeap Club Pro</td> <td>10</td> </tr> <tr> <td>Nuvé Novice</td> <td>1</td> </tr> <tr> <td>Nuvé Aficionado</td> <td>5</td> </tr> <tr> <td>Nuvé Connoisseur</td> <td>10</td> </tr> </tbody> </table> <p>*Zeap club package subscriptions purchased between 29/11/24 at 09:00 am AEDT and 29/12/24 at 11:59 pm AEDT will receive double entries. For example, an entrant purchases a Zeap Club Pro subscription on 30/11/24, they will then receive twenty (20) entries into the draw.</p>	Subscription*	Entries	Zeap Club Starter	1	Zeap Club Established	5	Zeap Club Pro	10	Nuvé Novice	1	Nuvé Aficionado	5	Nuvé Connoisseur	10
Subscription*	Entries														
Zeap Club Starter	1														
Zeap Club Established	5														
Zeap Club Pro	10														
Nuvé Novice	1														
Nuvé Aficionado	5														
Nuvé Connoisseur	10														
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Entries will be allocated based on the Subscription purchased within the Promotional Period (as outlined above).														
<b>Draw Details:</b>	<ul style="list-style-type: none"> <li>The draw will take place at Plexus, Level 4, 411, Collins Street, Melbourne, VIC, 3000, Australia at 12:00 pm AEDT on 24/01/25 using computerised random selection.</li> <li>The first valid entry drawn will win that entrant ("Participant") the opportunity to play a contingency game ("Game") for the chance to win AUD\$50,000.</li> <li>The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.</li> <li>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.</li> </ul>														
<b>Game Details:</b>	The Participant, proxy or the representative (where appropriate, as outlined below) will be referred to as the ' <b>Attendee</b> ' for the purpose of these Conditions of Entry.  The Game will be held on 31/01/25 (subject to the Attendee's availability). The exact time and location of the Game will be determined by the Promoter and communicated to the draw winner. Flights and accommodation will <b>not</b> be provided by the Promoter and will be the responsibility of the Attendee if they wish to attend the Game physically. If for any reason, the Attendee does not attend in person, participation will be via Zoom and will be recorded.														

There will be a total of forty (40) envelopes at the start of the Game, each numbered one (1) through to forty (40). Each envelope will contain a card which is either coloured blue (5 cards); red (6 cards); green (9 cards) or yellow (20 cards). The Attendee will be required to advise the Promoter of one (1) number at a time. Each time the Attendee chooses a number, a representative of the Promoter will then select and open the respective envelope revealing the colour of the card inside the corresponding envelope. The Attendee must collect five (5) matching coloured cards to determine the prize they have won. The exact allocation of prizes based on the five (5) matching coloured cards collected is outlined below.

Prize	Colour of matched five (5) cards
AUD\$50,000	Blue
AUD\$10,000	Red
AUD\$500	Green
AUD\$100	Yellow

For the sake of clarity, once the Attendee collects five (5) matching colours, the Game will then conclude and the Attendee will then be awarded with the applicable prize (as outlined above).

If there is any dispute as to the number selected by an Attendee, the Promoter's decision in this regard will be final. If the Attendee is found to have breached any conditions for playing the Game or participating in this Promotion, he/she (or the person he/she if playing on behalf of) may be disqualified by the Promoter.

If the drawn Participant cannot attend the Game (whether physically or virtually), the Participant may appoint a proxy over 18 years of age to play the Game on his/her behalf, provided the Participant gives the Promoter written, signed notice to that effect by 28<sup>th</sup> January 2025. If the Promoter has not been able to contact the Participant before the start of the Game, a representative of the Promoter will play the Game on the Participant's behalf. By nominating a proxy, the Drawn Participant accepts all decisions made by the proxy. The proxy must:

- be aged 18 years or over and able to attend the Game on the date and time specified by the Promoter;
- accept and agree to be bound by these Terms and Conditions and any additional conditions provided by the Promoter and must sign any document the Promoter requires for this purpose prior to the Game; and
- accept that they will not receive or be entitled to any prize awarded at the Game and are only participating on behalf of the Drawn Participant.

<b>Total Prize Pool:</b>	Up to \$50,000.00
<b>Winner notification:</b>	The draw winner will be contacted by phone within one (1) days of the draw. The draw winner will be published at <a href="http://www.zeapclub.com">www.zeapclub.com</a> within seven (7) days of the draw.
<b>Unclaimed Prizes:</b>	Prize must be claimed by 28/01/25 at 12:00 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 28/01/25 at 01:00 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of the redraw will be notified by phone within one (1) day of the redraw and will be published at <a href="http://www.zeapclub.com">www.zeapclub.com</a> by 29/01/25.

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 the agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of the 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. All reasonable attempts will be made to contact each winner.
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. 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.
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. The prize will either be awarded to the owner or the manager of the winning organisation (as determined by the Promoter).
13. 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 [www.zeapclub.com/privacypolicy](http://www.zeapclub.com/privacypolicy). 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.
14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
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 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.
17. 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).
18. If for any reason any aspect of this Promotion is not capable of running 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.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's 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.

20. 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.
21. 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 any person's negligence or wilful 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).
22. 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.
23. 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.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
25. Authorised under: ACT Permit No. TP 24/02668 and NSW Authority No. TP/03964.