

Monster Energy® OTR Win a Yamaha Trail Bike Promotion Terms & Conditions ("Conditions of Entry")

Schedule								
Promotion:	Monster Energy® OTR Win a Yamaha Trail Bike Promotion							
Promoter:	Coca-Cola Europacific Partners ABN 68 076 594 119, Level 13, 40 Mount Street, North Sydney, NSW 2060, Australia. Ph: 132653 For any enquiries regarding this Promotion, please contact the Promoter via consumer_information@ccep.com or 132653							
Promotional Period:	Start time/date: 12:01 am AEDT on 08/01/26 End time/date: 11:59 pm AEDT on 04/02/26							
Eligible Entrants:	Entry is only open to NSW, QLD, VIC and WA residents who are 18 years of age or over. Entrants under the age of 18 must have parent or legal guardian approval to enter.							
How to Enter:	To enter the Promotion, the Eligible Entrant must complete the following steps during the Promotional Period: a) purchase any two (2) x 500mL Monster Energy drinks in one (1) transaction from any store displaying advertising for this Promotion (excluding online) ("Participating Venues"); b) download the OTR App from the App Store or Google Play (using their compatible mobile device) and successfully complete the registration process to use the OTR App*. If the entrant already has the OTR App, they must log into their OTR account; and c) scan their OTR App (by providing their barcode found on the OTR App to the staff) at the checkout. Entrants must continue to have an OTR account at the time of the draw to be eligible for a prize. *Individuals must agree to the OTR App Terms and Conditions and Privacy Policy to register for an account in the OTR App. Entry will be automatically recorded upon completion of the above steps.							
Entries permitted:	Multiple entries permitted subject to the following: a) maximum of one (1) entry permitted per qualifying transaction; and b) each entry must be completed separately and in accordance with the entry instructions above							
Winner Determination:	<u>Draw:</u> <ul style="list-style-type: none"> ● The draw will take place at Adlab, 87 Kensington Road, Norwood SA 5067, Australia at 12:00 pm ACDT on 16/02/26 using computerised random selection. ● The first valid entry drawn will be the winner of the prize specified below. ● The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn. ● 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. 							
Total Prize Pool:	Up to AU\$6,949.00							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; text-align: center;">Prize Description</th> <th style="width: 20%; text-align: center;">Number of this prize</th> <th style="width: 20%; text-align: center;">Value (per prize)</th> </tr> </thead> <tbody> <tr> <td>The prize is a new Yamaha TT-R230 2025 with semi-automatic or clutchless transmission, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State).</td> <td align="center">1</td> <td align="center">Up to AU\$6,949.00</td> </tr> </tbody> </table>			Prize Description	Number of this prize	Value (per prize)	The prize is a new Yamaha TT-R230 2025 with semi-automatic or clutchless transmission, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State).	1	Up to AU\$6,949.00
Prize Description	Number of this prize	Value (per prize)						
The prize is a new Yamaha TT-R230 2025 with semi-automatic or clutchless transmission, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State).	1	Up to AU\$6,949.00						

Further Prize Details:	<ul style="list-style-type: none"> • Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. • The colour of the vehicle is blue. • The winner must collect the prize from their nearest authorised Yamaha dealership. • If the winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter and On The Run (as defined below) takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the vehicle is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
Winner notification:	The winner will be contacted in writing and published at www.adlab.com.au by 23/02/26.
Unclaimed Prizes:	<p>Prize must be claimed by 12:00 pm ACDT on 17/03/26. In the event of any unclaimed prize, an unclaimed prize draw will take place at the same time and place as the original draw on 18/03/26. The winner of the unclaimed prize draw will be contacted in writing within seven (7) days and published at www.adlab.com.au by 25/03/26. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn.</p> <p>If there are no prize winner(s) or winner(s) for this Promotion cannot be found, this information will be published at www.adlab.com.au.</p>

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the 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"). Where applicable, 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 Participating Venues, On The Run Pty Ltd ABN 19 638 356 466 (and its related entities (as defined in the *Corporations Act 2001 (Cth)*) ("**On The Run**"), 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. All reasonable attempts will be made to contact the winner.
6. If the 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, they will forfeit the prize and the Promoter is not obliged to offer a substitute 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.
10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

11. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. 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 On The Run and the Promoter (together the "Collectors"). Personal information will be stored on the Collectors' databases. The Collectors collect personal information about entrants to run this Promotion and may disclose entrants' personal information to their related entities and to third parties including their contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. By entering, entrants consent to receive email or SMS messages from the Collectors without any functional unsubscribe facility if they relate primarily to the conduct of this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Collectors' respective Privacy Policy (see <https://www.cocacolaep.com/company/privacy-notice> (for the Promoter); and <https://www.otr.com.au/otr-app/privacy/> (for On The Run)) include information about: (a) how an entrant can seek access to the personal information the Promoter/On The Run holds about them and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter/On The Run will deal with such a complaint.
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
14. 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 its 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.
15. 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.
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). If 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. If 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, acting reasonably, will be final.

21. The Promoter and its associated agencies, companies and On The Run (as defined above) 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 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 and/or On The Run 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 and On The Run'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 and/or On The Run may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter and On The Run accept 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 or On The Run to enforce any of their rights at any stage does not constitute a waiver of these rights.
25. Monster Energy AU Pty Ltd. is not a sponsor of this Promotion. The Monster Energy® brand names, logos and/or materials are used for the purposes of Promotion and/or prize descriptions only and such use is not intended to suggest or imply Monster Energy AU Pty Ltd's sponsorship of this Promotion.