

Full Terms and Conditions

These Terms and Conditions are between you and Energizer Trading Limited located at Sword House, Totteridge Road, High Wycombe, HP13 6DG England (the “Promoter”) and will be treated as having final say in the event of any conflict or inconsistency with other communications, such as advertising or promotional materials, of the Promoter. Plej Sp. z o.o. located at ul. Sielecka 35 00-738 Warszawa (the “Administrator”) will be administering this Promotion on the Promoter’s behalf. Participation instructions form part of the Terms and Conditions, and by participating, all participants are considered to have accepted and be bound by the Terms and Conditions. Please keep a copy for your information.

1. This Promotion is open to residents of Australia aged 18 or over, excluding employees of the Promoter, its agents and anyone professionally associated with this Promotion. Energizer will not be responsible for any under-age entries.
2. Purchase is necessary. **Please retain an itemised receipt that states the time and date of purchase prior to claim, but within the Promotion Period, as this may be required for validation and in order for a consumer to claim their Gift.** Internet access and a valid email address are required.
3. **Promotion Period:** Participate between 00:01 ACST on the 1 October 2022 and 23:59 ACST on the 31 January 2023 inclusive.
4. **Participation Instructions:** This Promotion is exclusive to customers who:
 - Purchase any *Energizer*® batteries, battery chargers or flashlights within the Promotion Period.
 - Visit energizerholidays.com (the “Energizer Promotional Website”) and enter their full name, email address and contact number (if requested) to claim their gift (“Gift”). If the customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services at support@energizerholidays.com.
 - Participants will receive an email to their email address used to participate asking them to verify their claim by clicking a link.
 - Once verified, participants will receive their Gift via email.
5. Purchase of licenced *Energizer*® products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.
6. Maximum of 1 claim is permitted per product purchased, with a maximum of 3 applications for a discount code on the Energizer Promotional Website per day. One itemised receipt per claim must state the time and date of purchase, which must pre-date the claim date and time, but be within the Promotion Period.
7. **The Gift:** Each valid claimant will receive two discount codes for Booking.com:

- 1 x discount code entitling them to 10% off their next accommodation booking (“Accommodation Offering”); and
- 1 x discount code entitling them to 10% off car hire (“Car Hire Offering”).

8. Further Gift Details and Conditions:

- Using a Gift to book an accommodation or car hire, staying at an accommodation, and using a car hire may each be limited or prohibited by, or subject to additional terms and conditions of, Booking.com, Rentalcars.com, or the provider of that stay or car hire.
- Accommodation Offering:
 - i. Offer only valid through the dedicated link. Direct bookings on Booking.com will not qualify for the promotion
 - ii. The access code can be used once on accommodation bookings made and is valid until 31/03/2023.
 - iii. The final amount of your reward is based on 10% of the value of your booking. This amount may exclude some taxes/fees and is subject to currency conversion rates.
 - iv. Accommodations that do not appear with the Instant Reward badge are ineligible for this promotion. Offer only available when booking a property with an Instant Rewards badge.
 - v. Cancelled and ‘no show’ bookings are not eligible for the discount
 - vi. Your price summary will show exactly how much you'll get off your booking.
 - vii. Choose ‘Payment by Booking’ properties when selecting the “Pay Now” and ‘Pay Later” option.
 - viii. Access codes are used to unlock the rewards and cannot be applied retroactively after a booking is confirmed.
 - ix. For inquiries and concerns about the offer, you may contact Booking.com Customer Service at <https://www.booking.com/content/contact-us.html>
- Car Hire Offering:
 - i. Offer only valid through the dedicated link and promotional code. Direct bookings on Booking.com or Rentalcars.com will not qualify for the promotion.
 - ii. Offer only valid if booking is prepaid online. Pay on arrival bookings do not qualify for the promotion.
 - iii. The saving is applied on the car rental booking only, excluding any optional extras (e.g., insurance, GPS, car seat etc.).
 - iv. The promotion has unlimited use of car bookings made until 31/03/23.
- Stay and car hire must be completed by 31/03/24.

9. The Promoter seeks to run a fair and secure promotion and prevent abuse and cheating. If you participate in a way that is not consistent with these Terms & Conditions, your claims (and any of your associated aliases) will be disqualified. Any Gift awarded may be void and recoverable, and

the Promoter reserves the right to bar you from participating in future promotions for a period of at least six months. For this reason, the Promoter reserves the right at any point to:

- Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose. Gift may be withheld until verification is completed.
 - Disqualify entries that are not made directly by the individual participating in the Promotion.
 - Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
 - Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
 - Disqualify entries beyond the maximum allowed, or those using techniques such as 'script', 'brute force', multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
 - Disqualify participants who tamper with the claim process.
 - Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
 - Cancel, modify or suspend the Promotion should it not be capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, dishonesty, technical failures, or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion.
10. The Gifts are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason a Gift or any element of a Gift is not available, the Promoter reserves the right, at its sole discretion to substitute that Gift or element of the Gift for another of equal or greater value.
11. No responsibility can be taken for claims which are lost, delayed, corrupted, damaged, misdirected or incomplete or which cannot be delivered for any delivery, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind or other reason. Proof of sending will not be accepted as proof of receipt. The Promoter does not guarantee continuous or secure access to energizerholidays.com.
12. The Promoter and its associated agencies and companies are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage

which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using the/a Gift, except for any liability which cannot be excluded by law. Nothing will exclude the Promoter's liability for death or personal injury as a result of its negligence.

13. The Promoter will not be liable for any limitations or prohibitions by, or additional terms and conditions of, Booking.com, Rentalcars.com, or any providers of accommodations or car hires or for any delay or failure to comply with its obligations for reasons beyond its reasonable control arising from but not limited to Acts of God, global or regional epidemic or pandemic, adverse weather conditions, fire, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, plague or other natural calamities, or any other circumstances.
14. Providing your personal data is voluntary, but necessary, to participate in the Promotion. The Promoter is the data controller and has appointed the Administrator to be the data processor. Your personal data will be processed based on the legitimate interests of the Promoter (a) for no longer than is necessary to conduct the Promotion and (b) after the Promotion, only to defend against possible claims of participants, or to comply with legal obligations, relating to the Promotion. By participating in the Promotion, you will receive emails from the Administrator in confirmation of your claim and about the Promotion. If you are entitled to a Gift, the Administrator will use your personal data to deliver it. You have the right to access, rectify, transfer, and delete your personal data and to object to or limit the processing of your personal data. The Promoter does not intend to transfer your personal data to third countries. To learn more about your rights and how to exercise them, including by contacting the Promoter, please visit the Promoter's privacy policy, available through <https://energizergrouplegal.com>. To use a Gift, you must provide your personal data to Booking.com, Rentalcars.com, and to the provider of any accommodations or car hires that you book or will use. The Promoter and the Administrator, and all other persons acting on their instructions, will not provide any of your personal data to Booking.com, Rentalcars.com, or any provider of accommodations or car hires. You may provide your personal data to them directly. Please read any privacy policies of Booking.com, Rentalcars.com, and the provider of any accommodations or car hires that you book or will use before you provide your personal data to them. By providing your personal data to Booking.com, Rentalcars.com, or any provider of accommodations or car hires, you are agreeing that the Promoter and the Administrator will not be liable for any processing of your personal data by or on behalf of Booking.com, Rentalcars.com, or any provider of accommodations or car hires.
15. If any part/s of these Terms & Conditions are legally ruled to be invalid, illegal or unenforceable, the remainder will not be affected and will continue in full force and effect.
16. By participating, participants will be deemed to have agreed to be bound by these Terms & Conditions, the decisions of the Promoter, Booking.com, Rentalcars.com, and the providers of accommodations and car hires that you book or will use on any matters whatsoever arising out of or connected with the Promotion are final.

17. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
18. These Terms & Conditions are governed by Australian law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Australia.
19. ©2022 Energizer. Energizer, the Energizer Character design, and certain graphic designs are trademarks of Energizer Brands, LLC and related subsidiaries.