



Terms & Conditions

Promotion		Status		
Energizer x Booking.com		Draft		
Client	Brand	Agency	Project Number	
Emily Tearle	Energizer	Brand Culture	JS12522	
Type	Today's Date	Version	Style	Editor
Gift with Purchase & Prize Draw	04/08/2022	V5	Standard	EV

Summary Terms and Conditions

SG. 18+ only. 00:01 01/10/22 – 23:59 31/12/22. Purchase any *Energizer®* batteries, battery chargers, flashlights;* , retain receipt, enter barcode & details at energizerholidays.com to get 10% off your next accommodation booking and car hire on Booking.com (excluding any additional extras, taxes or fees) and to enter prize draw. Offer only valid through the dedicated links and promotional codes for bookings prepaid online. Only accommodation featuring the Instant Reward badge are eligible. Codes valid until 31/03/23. Stay & car hire must be completed by 31/03/24. **Prize:** Trip for 2 to Japan. Max 1 claim per product purchased. Max 3 entries and 1 prize per person. See website for full Terms.

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Full Terms and Conditions

These Terms and Conditions are between you and Energizer Singapore Pte. Ltd located at 25 Gul Way, Singapore 629197 (the "Organizer") 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 Administrator, Pink Apple with its registered address at 71 Ubi Road 1 #10-44 Oxley Bizhub, Singapore 408732 (the "Administrator") will be administering this Promotion on the Organizer'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 [Singapore] aged 18 or over, excluding employees of the Organizer, 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 entry, but within the Promotion Period, as this may be required for validation and in order for the winner to receive their Prize.** Internet access and a valid email address are required.

PromoVeritas Ltd

Run it Right.

Monument House, 215 Marsh Road, London HA5 5NE UK

T: +44 (0)20 3325 6000 | E: info@promoveritas.com | W: promoveritas.com

Registered in England at the above address No. 04437132

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3. **Promotion Period:** The Promotion is open from 00:01 GMT on the 1 October 2022 and 23:59 GMT on the 31 December 2022 inclusive.

4. **Participation Instructions:**

- a. Purchase any eligible *Energizer®* batteries, battery chargers [or] flashlights within the Promotion Period. Purchase of licensed *Energizer®* products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.
 - b. Visit www.energizerholidays.com (the "Energizer Promotional Website") and enter the product barcode [, upload a picture of your receipt] and provide your full name, email address and contact number (if requested).
 - c. Participants will receive an email to their email address used to participate asking them to verify their entry by clicking a link.
 - d. Once verified, participants will receive their gift ("Gift") via email.
5. All participants who submit a valid entry as above will then receive a Gift and be entered into the Grand Prize Draw.
6. Maximum of 1 claim/s is permitted per product purchased, with a maximum of 3 applications for a discount code on the Energizer Promotional Website per day.
7. Maximum of 3 entries are permitted per person/per purchase/per household (defined as persons living at the same address) during the Promotion Period. One itemised receipt per entry receipt must state the time and date of purchase, which must pre-date the entry date and time, but be within the Promotion Period. No household/person may win more than 1 Prizes/Prize type.
8. **The Gift:** Each valid entrant will receive two discount codes for Booking.com:
- a. 1 x discount code entitling them to 10% off their next accommodation booking ("Accommodation Offering"); and
 - b. 1 x discount code entitling them to 10% off car hire ("Car Hire Offering").
9. **Grand Prize:** Each month, the following prizes are available:
- a. Trip for 2 to Japan
10. **Further Gift & Prize Details and Conditions:**
- a. 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.
 - b. Accommodation Offering:

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- 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>

c. 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.

d. Stay and car hire must be completed by 31/03/24.

11. **Winner Selection:** 1 winner will be randomly selected from all valid entries received during the Promotion Period. The prize draw will be conducted by the Administrator within 15 working days of the end of the Promotion Period.
12. **Winner Notification:** Each winner [and runner up] will be contacted via the email address provided on entry within 5 working days of Winner Selection and will be required to respond to confirm eligibility and acceptance of their Prize, within 14 days of initial contact. If a winner or runner up does not respond to the initial contact within 14 days, the Organizer reserves the right to disqualify that winner [or runner up]. If a winner [or runner up] is disqualified, the Organizer reserves the right to award the prize to a reserve selected in the same manner. Reserve winners and runners up may have less time to respond.



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13. **Prize Acceptance:** Winners [and runners up] will receive their prize within 90 days of acceptance of their Prize. In the unlikely event that a Prize doesn't arrive within 90 days of Prize Acceptance, winners and runners up will have a further 28 days to inform the Administrator by emailing cs_enrcampaign@pinkapple.com.sg. If a winner or runner up does not inform the Administrator within this time frame, the Administrator will reserve the right to not reissue the prize or limit its value at their sole discretion.
14. If a customer experiences any issues whilst using the Energizer Promotional Website, please contact customer services at support@energizerholidays.com.
15. The Organizer 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 Organizer reserves the right to bar you from participating in future promotions for a period of at least six months. For this reason, the Organizer reserves the right at any point to:
- a. Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose. Gift may be withheld until verification is completed.
 - b. Disqualify entries that are not made directly by the individual participating in the Promotion.
 - c. Disqualify entries made using anonymous email services such as, but not limited to, GuerillaMail, Dispostable or Mailinator.
 - d. Disqualify bulk entries from individuals, trade, consumer groups or third parties, incomplete entries and entries submitted by macros or other automated means.
 - e. 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.
 - f. Disqualify participants who tamper with the claim process.
 - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
 - h. 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.
16. The Gifts and Prize 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



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available, the Organizer reserves the right, at its sole discretion to substitute that Gift or element of the Gift for another of equal or greater value.

17. 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 Organizer does not guarantee continuous or secure access to energizerholidays.com.
18. The Organizer 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 Organizer's liability for death or personal injury as a result of its negligence.
19. The Organizer 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.
20. Providing your personal data is voluntary, but necessary, to participate in the Promotion. The Organizer 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 Organizer 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 Organizer, please visit the Promoter's privacy policy, available through <https://www.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 Administration, 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



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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.

21. 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.
22. By participating, participants will be deemed to have agreed to be bound by these Terms & Conditions, the decisions of the Organizer, 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.
23. If there is a discrepancy between these Terms & Conditions and those in any promotional material, these Terms & Conditions will prevail.
24. These Terms & Conditions are governed by Singapore law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Singapore.
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