## Energizer Zootopia Promotion 2025 Terms & Conditions ("Conditions of Entry")

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Promotion:	Energizer Zootopia Promotion 2025			
Promoter:	Energizer Australia Pty Ltd ABN 91 003 539 026, 2127, Australia. Ph: 02 8507 0809	Level 2, 11 Murray Rose Ave	e, Sydney Olympic Park, NSW	
	For any enquiries regarding this Promotion, plea <u>Elastic.Competitions@ivegroup.com.au</u> or on 02			
Promotional	Start date: 01/10/25 at 12:01 am AEST			
Period:	End date: 31/12/25 at 11:59 pm AEDT			
Eligible entrants:	Entry is only open to Australian and NZ residents	s who are 18 years and over		
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period:  a) purchase any Energizer® batteries, chargers or flashlights from any store that stocks the participating products in Australia or New Zealand (including online) ("Participating Venues"); and  b) visit <a href="www.energizerpromo.com">www.energizerpromo.com</a> , follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address, phone number and state/territory/region of residence), provide an answer to this question In 25 words or less, "Tell us how Energizer batteries and lights help your family stay paw-some and prepared – no matter the adventure?" and upload a photo of the receipt for the qualifying transaction.  Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is a copied receipt for the qualifying transaction.  The entrant must fill out the online entry form for every entry.  Purchase of licenced Energizer® products are not eligible for entry. These include automotive/marine batteries, USB chargers and power banks.			
Entries permitted:	Entrants may enter a maximum of three (3) time permitted per qualifying transaction. Each entry promotional question. By completing the entry receipt per entry must state the time and date o but be within the Promotion Period.	must contain a substantially nethod, the entrant will rec f purchase, which must pre-	y different answer to the eive one (1) entry. One itemised	
	The entrant is eligible to win a maximum of one	(1) prize.		
Winner Determination:	<ul> <li>Judging:         <ul> <li>The winner will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the answer provided to the promotional question.</li> <li>The best two (2) valid entries, as determined by the judges, will each win the prize specified below.</li> <li>The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.</li> <li>The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.</li> </ul> </li> </ul>			
Total Prize Pool:	Up to AUD \$31,000.00, Up to NZD \$31,000.00			
	Prize Description	Number of this prize	Value (per prize)	

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The prize a trip to Singapore for the winner and their family	2	Each worth up to	
(consisting of two (2) adults and two (2) children under 16		AUD\$15,300 / NZ\$16,500,	
years of age), which includes:			

•	return economy class flights from select major	depending on date and	
	international airports in Australia or New Zealand to	exact point of departure	
	Singapore);		
•	return transfers from Singapore Changi Airport to the		
	winner's accommodation;		
•	5 nights' luxury five-star twin share accommodation two		
	adults and two children under 16;		
•	<ul> <li>a private guided tour of a wetland reserve;</li> </ul>		
•	\$100 AUD / \$110 NZD travel insurance allowance per adult;		
•	tickets to an interactive children's indoor role-play		
	experience;		
•	tickets to the indoor forest and flower gardens;		
	round-trip tickets on the on Sentosa cable car ride;		

## Prize Conditions

## **Travel Prize Conditions:**

a street food and market tour.

- Travel must be taken within 12 months from the date of prize acceptance. The Prize cannot be taken
  over Christmas and New Year or public holidays in Singapore, Australia or New Zealand, as applicable.
  If the winner is unavailable or unwilling to travel on the aforementioned date/s required by the
  Promoter to coincide with this event, they will forfeit their right to the prize and will not be awarded
  cash or any other alternative in lieu.
- The trip must include a Saturday night stay.
- Prize package is for up to 2 adults and 2 children under 16 years of age, all of whom must travel at the same time with the same itinerary.
- All tours and experiences will be conducted in English.
- The winner is responsible for the behaviour of themselves and their guests whilst taking the Prize. The Promoter reserves the right in its absolute discretion to exclude the winner and/or their guests from participation in any aspect of the Prize if any party fails to comply with the directions of the Promoter or any companies associated with the Prize or if the winner and/or their guests act in a manner that is dangerous to themselves or to the public or is, in the opinion of the Promoter, anti-social in any manner or which causes a disturbance or nuisance to others. Failure to comply with these Terms and Conditions may result in refused entry, or the ticket holders being required to leave the event/venue.
- Winners and their guest must abide by any relevant terms and conditions set by the venue/s which
  form part of their Prize. It is their responsibility to ensure that they take care when moving around the
  event/venue.
- Travel itinerary and accommodation will be determined by the Promoter in its absolute discretion.
- Prize is subject to the standard terms and conditions of individual prize and service providers.
- Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner
  does not, once the prize has been booked, take the prize (or an element of the prize) at the time
  stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for
  cash.
- The prize is subject to availability.
- The winner and their travel companion/s are responsible for ensuring that they have passports valid for at least 6 months on date of travel, and any requisite visas, vaccinations and travel documentation.
- Frequent flyer points will not be awarded and do not form part of the prize.
- Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.
- The winner may be required to present their credit card at check in.
- During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
- A \$100 AUD / \$110 NZD cash allowance per adult will be provided for winner and guests to purchase travel insurance.

- Winners must contact prize provider with three preferred travel dates in three separate months no later than six weeks prior to departure.
- Winner travels at own risk. It is the responsibility of the winner and any guest to check any travel advisories issued by the relevant government of the destination, to determine whether they wish to accept the risk of travelling to the destination. The Promoter will not be responsible for any loss or damage suffered by any winner or their guest arising out of their failure to follow any travel advisories issued by the relevant Government. The winner and their guest must comply with and are responsible for obtaining all information regarding any recommended inoculation and obtaining the inoculation(s) and health regulations required by Singapore.
- Where applicable, any modifications to the prize will be at the winner's own expense.
- If winner is unable to participate in any of the stated activities, then the promoter will offer suitable
  alternatives of equal value, alternative activities will be determined by prize provider at their sole
  discretion.
- If a booking is missed or cancelled by the winner, no alternative tickets will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.
- Once tickets have been issued, they are only valid for the flights/travel, dates and times shown. No alternatives are available. Name changes to the flight once confirmed are not permitted.
- Once tickets have been issued, the Promoter, will not be liable for any failure to comply with its
  obligations caused by (but not limited to) weather conditions, fire, flood, strike, hurricane, industrial
  dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, illness of a performer
  or any other circumstances beyond the control of the Promoter.
- Lounge passes and upgrades organised independently without the consent of the Promoter are not permitted. Flights cannot be used in conjunction with the Promoter's/any loyalty programme, any other discount, discount coupon(s) or voucher(s), Sweepstakes(s) or special offer. Frequent flyer points cannot be accrued on the flight tickets or any loyalty programme.
- Flights may not be direct and may include stopovers. Not all routings will be available. These are dependent on the originating airport and flight availability. The flight itinerary will be determined by the Administrator at their sole discretion.
- All cash allowances will be converted into the winner's local currency and transferred into one
  nominated bank account. The winner is responsible for providing correct bank account details and the
  Promoter will not be liable for any Prize payments made into the wrong bank account.
- The winner must inform the Promoter of any wheelchair or any similar access needs.
- The Prize will be forfeited if:
  - The winner is not available to travel on dates specified by Promoter once the Prize has been booked.
  - The winner has not obtained all of the proper travel documents by the date specified by the Promoter:
  - The winner has any complications which prevent them from entering or leaving their country of residence or the country they are traveling to; or
  - The winner has any medical, legal or any other reason that would prevent you from accepting and participating in the Prize.

## **Event Tickets:**

This prize includes tickets to the Flower Gardens, an interactive children's indoor role-play and a Sentosa cable car ride (each an "Event"). If the winner is unwilling or unable to attend any Event at the designated time, they forfeit that portion of the prize, and the Promoter is not obliged to provide a substitute.

The Flower Garden tickets are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

	All costs associated with travel to and from the Event will be the responsibility of the winner and their guest for the prize.	
Winner selection:	The Prize draws will be conducted by the representatives of the Promoter at Level 3, 35 Clarence Street, Sydney, NSW 2000, Australia at 12:00pm AEDT on 8 January 2026.	
Winner notification:	The winners will be contacted by email within five (5) business days of the judging and will be published at <a href="https://www.energizerpromo.com">www.energizerpromo.com</a> .	
	Provided no objection is received from the winners, a winners list containing the first initial, surname and postcode of the winners will be made available by the Promoter 6 weeks after the close of the Promotion Period, for a period of 8 weeks. It will be available at <a href="www.energizerpromo.com">www.energizerpromo.com</a> . Winners can object to their details being published during the Winner Notification process. Without prejudice, the Promoter will provide winner information to the Australian Authorities when requested by them.	
Prize Acceptance:	Notification to arrange fulfilment of the Prizes will take place within 28 days of acceptance of the Prizes. In the unlikely event that a winner has not received communication to arrange their Prize, the winner must inform the Promoter by emailing <a href="mailto:elastic.competitions@ivegroup.com.au">elastic.competitions@ivegroup.com.au</a> within a further 28 days. If a winner does not inform the Promoter within this time frame, the Promoter will reserve the right to not reissue the Prize.	
Unclaimed Prizes:	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.  If a Prize is unclaimed 30 days after the close of the Promotion Period, an unclaimed Prize Draw will take place from all non-winning valid entries on 02/02/26 at 12:00pm AEDT at Level 3, 35 Clarence Street, Sydney, NSW 2000, Australia by the Promoter. The provisional winner of any unclaimed Prize will be notified via the email address provided on entry within 5 working days of Winner Selection and will be subject to the	
	above Prize Conditions.	

- 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. The decisions of the Promoter on any matters whatsoever arising out of or connected with the Promotion are final.
- 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 Participating Venues, 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. In entering the Promotion, the participant confirms that they are eligible to do so and eligible to receive the Prize if they are a winner. The Promoter reserves the right to verify the eligibility of entrants including but not limited to requiring proof of an entrant's identity, age, place of residence and/or that they are not employed by the Promoter or its Agent (which must be provided within 14 days). The Promoter reserves the right, in its sole discretion, to refuse to award the Prize, withdraw Prize entitlement and/or refuse further participation in the Promotion and disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions or any instructions forming part of this Promotion's entry requirements, corrupted or affected the administration, security or integrity of the Promotion, tampered with the entry

process, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion or otherwise gained unfair advantage in participating in the Promotion or won using fraudulent means. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification. The Promoter will be the final arbiter in any decisions and these will be binding.

- 6. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
- 7. All reasonable attempts will be made to contact each winner.
- 8. 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 at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 9. 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.
- 10. Entrants must keep their proof of purchase specified in the How to Enter section for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
- 11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 13. The winner will not receive cash or any other form of compensation not otherwise specified within these Terms & Conditions if the actual Prize value is less than the Approximate Total Value estimated in these Terms & Conditions.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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 entry and about the Promotion. If you are a winner, the Administrator will use your personal data to deliver the Prize. 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 <a href="https://www.energizergrouplegal.com">www.energizergrouplegal.com</a>. The Privacy Policy explains how the Promoter protects your personal information, your rights for controlling your personal information, and how to contact the Promoter to exercise your rights.
- 18. 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 and their travel companions may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner

or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.

- 19. 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.
- 20. 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 Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
- 21. This Promotion and these Terms and Conditions are governed by Australian and New Zealand Law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of Australia and New Zealand.
- 22. 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.
- 23. The Promoter will do all that it reasonably can to ensure that the Energizer Promotional Page is functioning correctly throughout the Promotion Period. However, the Promoter will not accept responsibility for Promotion entries that 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 the Energizer Promotional Page.
- 24. 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.
- 25. All material submitted on entry (e.g. answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc.), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material.

Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all materials they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrants warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

- 26. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
- 27. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. Any Prize 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. 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.
- 28. the Promoter reserves the right at any point to:
  - a. Verify the eligibility of participants by requesting such information it considers reasonably necessary for this purpose.

    A Prize 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', masking identity by manipulating IP addresses, using aliases or identities other than their own or any other means.
  - f. Disqualify entrants who tamper with the entry process.
  - g. Disqualify entries which, in some other way, do not meet the requirements of these Terms & Conditions.
- 29. None of the Promoter, and its associated agencies and companies, or The Walt Disney Company and its affiliates ("**Disney**") will 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).
- 30. The winner(s) 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.
- 31. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
- 32. 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.
- 33. If any part/s of these Terms & Conditions should be determined to be illegal, or are legally ruled to be invalid or otherwise unenforceable then the remainder will not be affected and will continue in full force and effect.
- 34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

- 35. None of the Promoter, Disney and their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, shareholders, employees, agents, representatives, assigns and successors-in-interest will not be liable for any failure to comply with its obligations or any delay in performing its obligations within these terms and conditions if an act, omission, event or circumstance occurs caused by (but not limited to) global or regional health crises, weather conditions, fire, flood, strike, hurricane, industrial dispute, war, terrorist activity, hostilities, political unrest, riots, civil commotion, epidemic, pandemic, famine, plague or other natural calamities and acts of God, or any other circumstances beyond the reasonable control of the Promoter.
- 36. Nothing in this travel package authorises and nothing shall be deemed to grant any right, title or interest in or to, or permit any person to use the name, brand, intellectual property, characters or reputation of Disney in conjunction with this travel package or any prize promotions whatsoever and that a valid promotional agreement with Disney is a precondition for use of this prize package in association with any name or intellectual property owned or used by Disney. All intellectual property of Disney which is used by the Promoter in respect of the Promotion is used under licence from Disney;
- 37. Disney is not responsible for the promotion, administration or execution of the travel package, competition, contest or sweepstakes;
- 38. Disney is not a so-called "promoter", "sponsor," "administrator" or "prize provider." Disney and its respective officers, directors, agents, employees and assigns shall be released and discharged from any and all legal claims, losses, injuries, illnesses, demands, damages, actions, and/or causes of actions that arise out of and/or are in any way related to the prize travel package, the receipt, use and/or enjoyment of the prize travel package, or prize-related activity including, without limitation, travel, the promotion, the competition, the contest or the sweepstakes.
- 39. © 2025 Energizer. Energizer, and the Energizer Character design, and certain graphic designs are trademarks of Energizer Brands, LLC and related subsidiaries.