

“THE MAN SHAKE - SHAKE-AWAY ISLAND” PROMOTION

TERMS AND CONDITIONS

PARTICIPATION

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Cranky Health Pty Ltd trading as The Man Shake (ABN 90 604 301 831) of Level 2, Suite 4 9 Help St, Chatswood NSW 2067, telephone 1300 074 253 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, participating retailers, and agencies associated with this promotion are ineligible to enter. Immediate family 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.

HOW TO ENTER

5. Entries into the promotion open at 12.00am AEST on 1 September 2025 and close at 11:59pm AEST on 30 September 2025 (“**Promotional Period**”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase any ‘The Man Shake’, ‘The Lady Shake’, ‘The Man Bar’ and/or ‘The Lady Bar’ product (each an “**Eligible Product**”) from any participating retailers in Australia that sell the Eligible Products (“**Qualifying Transaction**”).

Participating retailers include:

Online

themanshake.com.au
theladyshake.com.au

Grocery

Woolworths Supermarkets
Independent Grocery (e.g. IGA and Ritchies)

Pharmacy

Terry White Chemmart
Blooms
Priceline & Priceline Pharmacy
Independent Pharmacy (e.g. Chempro and Good Price)

7. To enter, individuals must then, undertake the following steps during the Promotional Period:
 - visit www.shakeawayisland.com.au and follow the prompts to the entry page;
 - input the requested details (including postcode, State/Territory, full name, email address and mobile phone number for the Qualifying Transaction);
 - upload a copy of their purchase receipt clearly showing where the Qualifying Transaction was made, the Eligible Product purchased and the date of purchase; and
 - submit the fully completed entry form.
8. Once the completed online entry form has been submitted, entrants will receive an online message acknowledging their entry and informing them that they have been awarded one (1) entry into the relevant Draw (defined below). Entrants will then be notified instantly on screen, in writing, whether they have provisionally won an Instant Prize and if so, the details on how to verify their entry and claim their Instant Prize. Each entrant that has won an Instant Prize must claim their prize by 11.59pm (AEDST) on 02/11/25. All winners of an Instant Prize are subject to verification in accordance with these Terms and Conditions.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Eligible Products purchased in a Qualifying Transaction in excess of

one (1)); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) only one (1) entry is permitted per person per calendar day of the Promotional Period.

INSTANT WIN

10. There will be two thousand five hundred (2,500) Instant Prizes available to be won during the Promotional Period. Fifty (50) of the instant win prizes available for the promotion are guaranteed. Guaranteed prizes will be allocated open time stamps where the first entry on or after the time stamp will be awarded the prize. All other instant win prize winners will be determined based on the time of entry being submitted during a predetermined "Winning Moment". Winning Moments will be predetermined between the start and end of the Promotional Period. The first entry received during a Winning Moment will be instantly awarded a prize. If no entry is received during the Winning Moment, the prize will not be awarded.

11. For the sake of clarity, any Instant Prizes that are not awarded during the Promotional Period will not be included in the unclaimed prize draw.

12. Each Instant Prize winner will win one (1) PrizePay code to the value of AUD\$100.00, which can be redeemed for the winner's choice of prize available via the PrizePay website ("**Instant Prize**").

13. There is a limit of three (3) Instant Prizes per person.

14. The winner must follow the instructions sent via email to them by the Promoter from PrizePay and provide PrizePay with any requested details in order to redeem the prize. Any ancillary costs associated with redeeming the PrizePay code are not included. Any unused balance of the PrizePay code will not be awarded as cash. Redemption of the PrizePay code is subject to the PrizePay terms and conditions available at www.prizepay.com.au/general-terms.

15. Any ACT winners of an instant prize will be published online at www.shakeawayisland.com.au on 03/10/2025.

MAJOR PRIZE DRAWS

16. There will be a total of four (4) draws conducted for this promotion (each a "**Draw**"). Entries into each Draw will open and close on the dates/times indicated in the table below. Entries in each Draw will NOT be entered into any subsequent Draw(s). Each Draw will take place at KollwitzOwen Pty Ltd, Suite 251/10-20 Gwynne Street, Cremorne VIC 3121, Australia on the dates/times indicated in the table below. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid or an ineligible entrant/entry is drawn. Winners of a Major Prize will be notified by email within two (2) business days of the relevant Draw and their details (first initial, surname and postcode) will be published online at www.shakeawayisland.com.au on the dates specified in the table below.

Draw	Date Open	Entries	Date Close	Entries	Date and time of prize draw	Number of winners	Winners published
Draw 1	12.00AM AEST on 01/09/2025		11:59PM AEST on 07/09/2025		08/09/2025 at 1:00PM AEST	1	10/09/2025
Draw 2	12.00AM AEST on 08/09/2025		11:59PM AEST on 14/09/2025		15/09/2025 at 1:00PM AEST	1	17/09/2025
Draw 3	12.00AM AEST on 15/09/2025		11:59PM AEST on 21/09/2025		22/09/2025 at 1:00PM AEST	1	24/09/2025
Draw 4	12.00AM AEST on 22/09/2025		11:59PM AEST on 30/09/2025		01/10/2025 at 1:00PM AEST	1	03/10/2025

17. The first valid entry drawn in each Draw will each win one (1) AUD\$5,000 Free 2 Travel Voucher which can only be redeemed for an island getaway holiday ("**Major Prize**"). The recommended locations include Bali, Philippines, Thailand, Vanuatu, Hamilton Island, Whitsundays, or Fiji, however, if the winner prefers to book a different tropical destination, they can submit a request for approval directly with The Zoo Republic of level 2/137 Pyrmont St, Pyrmont NSW. For clarity, the Free 2 Travel Voucher may be used towards any of the following services offered by Free 2 Travel (subject to booking availability and subject to the specific travel companies offered by Free 2 Travel): flights, accommodation, day tours, attractions, travel insurance, car hire, concerts, dining, special interest trips, and any taxes involved in the bookings up to the value of \$5,000. Free 2 Travel will liaise with each winner and book their trip in accordance with their preferences up to the value of \$5,000 (subject to booking availability). The Free 2 Travel Voucher must be used in full for one (1) holiday booking and cannot be used for multiple holidays bookings.

18. All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability with an accommodation partner. The Free 2 Travel Voucher must be redeemed 12 months from the date when the winner is drawn. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. No portion of the prize is redeemable for cash. The prize is not refundable or transferable. Winners are responsible for any amendment fees issued by airlines or suppliers once the booking is confirmed and ticketed. Winners are responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Unless chosen by a winner to redeem with their Free 2 Travel Voucher, any spending money and meal costs are not included. Additionally, 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 are not included. Each winner and their companion(s) must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. Free 2 Travel Voucher is subject to the standard terms and conditions of individual prize and service providers. The winners may be required to present their credit card at time of accommodation check in. Any costs associated with a winner's selections or inclusions when redeeming the Free 2 Travel Voucher that exceeds \$5,000 will be the responsibility of the winner.

19. Any ancillary costs associated with redeeming the Free 2 Travel Voucher are not included. Any unused balance of the Free 2 Travel Voucher will not be awarded as cash. Redemption of the Free 2 Travel Voucher is subject to any terms and conditions of the issuer including those specified on the Free 2 Travel Voucher.

20. As a condition of accepting a Major Prize, the winners (and their companion/s) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. Winners acknowledge that by accepting the Major Prize the Promoter may ask the winner to take videos and/or pictures during their prize for future promotional and marketing purposes. Filming may include, but is not limited to, videos and stills content of the winner and their companions/s. Content created, may be used for the Promoter's own social and digital channels. For the avoidance of doubt, winners acknowledge that all content produced in connection with the Promotion will be owned by the Promoter and the winner grants the Promoter an irrevocable license to reproduce the winner's name, likeness, image and/or voice in content in perpetuity, worldwide, without any further remuneration to the winner.

GENERAL

21. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe is ineligible to enter, has submitted an invalid entry, has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal right to recover damages or other compensation from such an offender is reserved.

22. Incomplete or indecipherable entries will be deemed invalid.

23. Entrants must retain a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of the entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase, products purchased and that the purchase was made during the Promotional Period but prior to entry.

24. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

25. The Promoter's decision is final and no correspondence will be entered into.

26. Subject to the Unclaimed Prize Draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited, and no compensation will be payable.

27. If any prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

28. Total prize pool value is up to AUD\$270,000.

29. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

30. A draw for any Instant Prizes that are won but not claimed or any Major Prizes that remain unclaimed may take place on 03/11/2025 at the same time and place as the original draws, subject to any directions from a regulatory authority ("**Unclaimed Prize Draw**"). Winners, if any, will be notified by email within two (2) business days of the Unclaimed Prize Draw and their details (first initial, surname and postcode) will be published online at www.shakeawayisland.com.au from 05/11/2025.

31. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.

32. In the event of war, terrorism, state of emergency, government lockdown, pandemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.

33. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters. The ensuing copyright in any material will rest with the Promoter, without any claim to compensation from the entrants.

34. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant as appropriate; or (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the promotion, as appropriate.

35. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

36. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

38. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.themansshake.com.au/privacy-policy-page.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant, where the entrant has expressly given consent. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will

be dealt with. All entries become the property of the Promoter. The Promoter uses cloud-based storage so PI will be hosted in cloud servers located in Australia or Japan.

NSW Permit No. TP/03807. ACT Permit No. TP25/01024. SA Permit No. T25/751.