

# Asahi Super Dry 2023 Rugby World Cup Social Promotion

## Terms and Conditions

<b>Promoter</b>	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
<b>Who can enter?</b>	Only Australian residents who are: <ul style="list-style-type: none"> <li>(a) aged 18 or over;</li> <li>(b) can take the prize between 26/10/2023 and 02/11/2023 (inclusive); and</li> <li>(c) have a valid and current passport with at least 6 months validity at the time of travel.</li> </ul>
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: <ul style="list-style-type: none"> <li>(a) the Promoter; and</li> <li>(b) the agencies, companies or participating premises associated with this competition.</li> </ul>
<b>Registration Period</b>	12.01am (AEST) on 19/05/2023 to 11.59pm (AEST) on 29/05/2023.
<b>Competition Event Day</b>	Commences at 7.00pm (AEST) on 31/05/2023.
<b>Website</b>	<a href="https://asahisuperdry.com.au/final-siren">https://asahisuperdry.com.au/final-siren</a>
<b>Entry instructions</b>	<p>You must:</p> <ul style="list-style-type: none"> <li>(a) during the Registration Period, see the Promotor's post on the official Asahi Super Dry Facebook or Instagram pages and click on the link/button to go to the Website to fill in your details to sign up to participate in the competition;</li> <li>(b) receive a confirmation email of your sign up followed by an additional email containing a unique link/code to access the competition countdown game that will occur on the Competition Event Day (you will receive such email approximately 24 hours before the beginning of the game);</li> <li>(c) then on the Competition Event Day access the countdown game via the unique link/code that was sent to you by email to be directed to the countdown clock game online, and watch the countdown of the clock on screen (which counts down from 80 minutes to zero); and</li> <li>(d) press the button on screen to 'stop the clock' when the time is as close to zero as possible (approx. five decimal places shown).</li> </ul> <p>You must not share your unique link/code to the countdown game with any other person. Doing so may render your entry/participation as being invalid.</p> <p>The 3 valid entrants who are deemed by the Promoter to have 'stopped the clock' closest to zero time (without going over the allotted 80 minutes of the countdown) will be deemed the winners. For the avoidance of doubt, if you are deemed to have stopped the clock after the countdown timer clocks over 0.00000 your entry will not count.</p> <p>The Promoter is not liable for any problems with communications networks, any connection failures, blackouts/dropouts or any other issues with connectivity to the Internet or otherwise.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 3 winners determined in respect of this competition.</p> <p>The winners will be determined as the 3 entrants who successfully 'stop the clock' on screen that is closest to zero time (approx. five decimal places shown).</p> <p>In the event there is a tie of more than 3 winners, there will be a draw conducted to determine the overall 3 winners.</p> <p>Such draw, if required, will be held at 12pm (AEST) on 02/06/2023 at Gadens, Level 13, 447 Collins Street, Melbourne, VIC 3000. The first 3 valid entries drawn randomly from the tied entrants of the countdown will be deemed the 3 winners of the competition and will win the prize.</p>

	The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ( <b>Reserve Entrants</b> ).
<b>What can I win?</b>	<p>There are 3 prizes available.</p> <p>Each prize is a trip for you and 1 adult companion to Paris, France to attend the Rugby World Cup 2023 final match on 28/10/2023, valued at up to \$23,325 depending on the winner's point of departure, which includes the following for you and your companion:</p> <ul style="list-style-type: none"> <li>(a) return economy airfares (including airfare taxes) from your nearest Australian capital city airport (via Sydney) to Paris, France and return private transfers between Paris airport and your accommodation;</li> <li>(b) 6 nights' accommodation in a minimum 4 star hotel (at Odalys City Paris Montmartre, or similar as determined by the Promoter) with breakfast daily;</li> <li>(c) reserved seating tickets to the Rugby World Cup 2023 final match at Stade de France on 28/10/2023 including return private transfers between the hotel and stadium;</li> <li>(d) a VIP group meal with a rugby icon (meal location to be determined by the Promoter); and</li> <li>(e) AUD\$3,000 spending money for you (the winner) only, awarded via bank transfer to AU bank account.</li> </ul> <p><b><i>The Travel prize is subject to the official Rugby World Cup 2023 fixture, a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</i></b></p> <p>By accepting or participating in any prize, your companion accepts these Terms and Conditions.</p>
<b>Total prize pool</b>	The total prize pool is up to \$69,975.
<b>How many times can I enter?</b>	You can only register to play the countdown game once and therefore can only enter once.
<b>How and when will the winner/s be informed?</b>	The prize winners will be notified by phone and in writing within two business days of determination, and will have their name and postcode of residence published at <a href="http://www.cubpromos.com.au/winners">www.cubpromos.com.au/winners</a> on 06/06/2023 for a period of 28 days.
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEST) on 09/06/2023.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEST) on 12/06/2023 at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s. Any winner/s will be informed by phone and in writing within two business days of determination and will have their name and postcode of residence published at <a href="http://www.cubpromos.com.au/winners">www.cubpromos.com.au/winners</a> on 14/06/2023 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published at <a href="http://www.cubpromos.com.au/winners">www.cubpromos.com.au/winners</a> on 14/07/2023.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you and your companion must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by <i>the Spam Act 2003 (Cth)</i>, the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with <i>the Spam Regulations 2021 (Cth)</i>. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p>

	<p>The Promoter's Privacy Policy (see <a href="http://www.asahi.com.au/privacy">www.asahi.com.au/privacy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Responsible drinking</b>	<p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="http://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol">www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol</a>. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="http://www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf">www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf</a>.</p> <p>All advertising material for this competition will include a message regarding responsible consumption of alcohol.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP23/00876</p> <p>SA Permit No. T23/680</p> <p>NSW Authority No. TP/00044</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

#### Entry

- 2 Your entry must be received during the Registration Period and will be deemed to be received only when received by the Promoter. Your entry for the countdown game must be received on the Competition Day (but no later than 80 minutes past the countdown starting). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks or spam filters. You are responsible for your own costs associated with entering including playing the countdown game. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including:
- (a) validity period/s;
  - (b) booking and availability of flights, accommodation and events;
  - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);
  - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
  - (e) travel dates and specified travel exclusion periods;
  - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
  - (g) the requirement to obtain all necessary documents to travel to France, including a current and valid passport and any visas required; and
  - (h) a requirement to present your credit card when checking in to accommodation.
- 4 Travel dates are set for 26<sup>th</sup> October 2023 – 2<sup>nd</sup> November 2023. 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. 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 (excluding

spending money). The prize is non refundable or transferable. Winner and companion must be in possession of a valid passport with a minimum of 6 months validity on it prior to departure. Winner is responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Winner is responsible for any additional taxes and/or resort fees associated with the chosen accommodation, unless otherwise stated. Visas, valid passports, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point. Prize winner and travel companions must have valid travel insurance for their period of travel.

- 5 You/your companion/s are responsible for all other unspecified costs related to the prize, including additional meals, additional transport, insurance (including excesses), in-room/hotel charges, additional taxes, or costs associated with ongoing use of the prize, etc. The Promoter recommends taking out full travel insurance. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 6 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 7 The Promoter accepts no responsibility if one or more of the activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companions forfeit your entitlement to that activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.
- 8 Each winner and his/her guest(s) as applicable agree to comply with the terms and conditions applicable to the issue and use of tickets from time to time (as available and set out at [https://brand.rugbyworldcup.com/Brand/Ticketing/RWCL\\_StakeholderTicketingTCS.pdf](https://brand.rugbyworldcup.com/Brand/Ticketing/RWCL_StakeholderTicketingTCS.pdf) or such other webpage as determined by Rugby World Cup Limited ("RWCL") from time to time), the tournament organiser (Federation Francaise de Rugby 2023, "FFR2023") and all applicable venue owner or operator rules and regulations to access Rugby World Cup venues and any other areas associated with Rugby World Cup (including any terms of accreditation determined by RWCL). Further each winner and his/her guest(s) acknowledge that he/she may be required to enter into a direct acknowledgement and/or agreement with RWCL and/or FFR2023 concerning use of the tickets and compliance with ticket terms and conditions prior to receiving the prize.
- 9 Winners and/or guests shall not, while using Rugby World Cup tickets, display or publicise any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the Rugby World Cup, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of RWCL or the Rugby World Cup. Each entrant agrees and acknowledges that any breach of this clause will cause significant damage and loss to RWCL.
- 10 The Promoter may pass personal information relating to prize winners to RWCL and/or FFR2023 (and any of their service providers or agents) for the purposes of monitoring the distribution and use of Rugby World Cup tickets and related experiences and, in the event of a suspect breach of any terms and conditions, rules or regulations or RWCL and/or FFR2023 relating to the use of such tickets and/or experiences, investigating and taking action against such winners.
- 11 This promotion is run by the Promoter with the permission of RWCL. Accordingly the Promoter is responsible for the operation of and all matters and concerns relating to the promotion, not RWCL or any other persons involved in staging of Rugby World Cup 2023 (including FFR2023) and World Rugby (formerly the International Rugby Board), all of whom shall not be responsible for or liable to entrants in any way whatsoever in connection with this promotion.

#### **General**

- 12 Any failure by you or your companion to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 13 If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize.

You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.

- 14 You/your companion must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 15 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 16 You must not:
  - (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 17 You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion if they breach these conditions, whether or not legally bound by them.
- 18 If you (or your companion), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion) from participating in any elements of the prize, at its discretion.
- 19 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted, including failure of any third parties to forward entry forms for inclusion in the draw.
- 20 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 21 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 22 By entering, you request that your full address not be published.
- 23 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 24 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 25 In these Terms and Conditions, "including" and similar words are not words of limitation.

## Liability

- 26 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 27 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 28 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 29 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.