

## Own The Night - Win a Trip to the Gold Coast Terms & Conditions ("Conditions of Entry")

Schedule									
<b>Promotion:</b>	Own The Night - Win a Trip to the Gold Coast								
<b>Promoter:</b>	CUB Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054  For any inquiries regarding this Promotion, please contact the Promoter at <a href="mailto:promotions@asahibeverages.com">promotions@asahibeverages.com</a> or on 1800 244 054								
<b>Promotional Period:</b>	<b>Start date:</b> 30/09/24 at 12:01 am AEST <b>End date:</b> 10/11/24 at 11:59 pm AEDT								
<b>Eligible entrants:</b>	Entry is only open to Australian residents (excluding NT) who are 18 years and over.								
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: <ol style="list-style-type: none"> <li>a) purchase any 4-pack of Vodka Cruiser Doubles, to share, from any participating store in Australia displaying advertising for the Promotion ("Participating Venues"); and</li> <li>b) visit <a href="http://www.vodkacruiser.com.au/cruiser-comps">www.vodkacruiser.com.au/cruiser-comps</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 and email address) and upload a photo or scanned copy of their receipt for the qualifying transaction.</li> </ol> <p>The winners will be notified on screen upon entry form submission, subject to verification. All entries will go into the draw to win the major prize.</p> <p><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt.</p>								
<b>Entries permitted:</b>	Multiple entries permitted subject to the following: <ol style="list-style-type: none"> <li>a) limit one (1) entry can be submitted per transaction;</li> <li>b) limit one (1) entry permitted per person each day; and</li> <li>c) each entry must be submitted separately and in accordance with the entry instructions above.</li> </ol> <p>The entrant is eligible to win a maximum of one (1) minor prize (excludes SA residents).</p>								
<b>Total Prize Pool:</b>	AUD \$ 28,209.60								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 20%;">Value (per prize)</th> <th style="width: 15%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> <b>Major Prize:</b> The prize is a trip for the winner and 3 friends to the Gold Coast consisting of the following:               <ul style="list-style-type: none"> <li>• return economy class flights (including all airport and airline taxes) for 4 people from the winner's nearest Australian capital city to Gold Coast, QLD (only provided if winner does not reside in QLD);</li> <li>• return private transfers from airport to accommodation;</li> <li>• 5 nights' at 2 x twin share accommodation (or similar) at a 4-star hotel for 4 people (breakfast included);</li> <li>• dinner at Justin Lane (up to the value of \$150 per person);</li> <li>• dinner at Gemelli Italian (up to the value of \$150 per person); and</li> <li>• \$1,000 spending money.</li> </ul> </td> <td style="text-align: center; vertical-align: top;">1</td> <td style="vertical-align: top;">Up to AUD\$16,209.60 depending on date and exact point of departure</td> <td style="vertical-align: top;">Draw: computerised random selection – 12/11/24 at 12:00 pm AEDT</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	<b>Major Prize:</b> The prize is a trip for the winner and 3 friends to the Gold Coast consisting of the following: <ul style="list-style-type: none"> <li>• return economy class flights (including all airport and airline taxes) for 4 people from the winner's nearest Australian capital city to Gold Coast, QLD (only provided if winner does not reside in QLD);</li> <li>• return private transfers from airport to accommodation;</li> <li>• 5 nights' at 2 x twin share accommodation (or similar) at a 4-star hotel for 4 people (breakfast included);</li> <li>• dinner at Justin Lane (up to the value of \$150 per person);</li> <li>• dinner at Gemelli Italian (up to the value of \$150 per person); and</li> <li>• \$1,000 spending money.</li> </ul>	1	Up to AUD\$16,209.60 depending on date and exact point of departure	Draw: computerised random selection – 12/11/24 at 12:00 pm AEDT
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	<b>Minor Prize:</b> The prize is a \$100 VISA e-gift card.	120 (20 per week)	AUD\$100.00
			Instant Win
<b>Prize Conditions</b>	<p><b>Major Prize:</b></p> <ul style="list-style-type: none"> <li>• Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>• Prize is subject to the standard terms and conditions of individual prize and service providers.</li> <li>• The winner and his/her travel companions must be aged 18 years and over.</li> <li>• The winner and his/her travel companions must depart from and return to the same departure point and travel together.</li> <li>• 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.</li> <li>• All flight bookings are subject to availability and may be dependent on selected seat class with airlines or specific room category availability with an accommodation partner. Travel is valid until 31/08/2025. Block out periods include all Australian School &amp; Public Holidays along with all other special event periods. 2024 Block out dates include but are not limited to: 23rd December - 31st December. 2025 Block out dates include but are not limited to: 1st January - 5th February, 14th April - 25th April, 9th June, 7th - 18th July, 29th September - 10th October, 22nd December – 31st December.</li> <li>• All bookings must be made a minimum of 60 days in advance of requested departure dates. 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.</li> <li>• The winner is responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.</li> <li>• It is the winner's responsibility to organise transport to/from the airport departure/return point.</li> <li>• The winner and his/her travel companion/s are responsible for ensuring that they have valid travel documentation.</li> <li>• Frequent flyer points will not be awarded and do not form part of the prize.</li> <li>• The winner may be required to present their credit card at check in.</li> <li>• The winner is responsible for any additional taxes and /or resort fees associated with the chosen accommodation, unless otherwise stated.</li> <li>• Spending money, meals, taxes (excluding airline and airport taxes), insurance, 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.</li> <li>• It is highly recommended that the winner and their companions purchase travel insurance.</li> </ul> <p><b>Minor Prize:</b></p> <ul style="list-style-type: none"> <li>• Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</li> <li>• The gift card will be sent via email to instant winners upon winner verification.</li> </ul>		
<b>Winner notification:</b>	<p>All winners will be notified on screen upon entry form submission, subject to verification.</p> <p>The winner of the Major Prize will be notified via email within seven (7) of the draw. The Major Prize winner will be published at <a href="http://www.vodkacruiser.com.au/cruiser-comps">www.vodkacruiser.com.au/cruiser-comps</a>, by 19/11/24.</p>		
<b>Unclaimed Prizes:</b>	<p>The Major Prize must be claimed by 13/01/25 at 12:00 pm AEDT. In the event of an unclaimed Major Prize, the prize will be redrawn on 14/01/25 at 12:00 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of the redraw will be notified by email within seven (7) days of the redraw. The winner will be notified publicly (and their details published) at <a href="http://www.vodkacruiser.com.au/cruiser-comps">www.vodkacruiser.com.au/cruiser-comps</a> by 21/01/25.</p>		

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="http://www.vodkacruiser.com.au/cruiser-comps">www.vodkacruiser.com.au/cruiser-comps</a>
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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.
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. Draw:
  - a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000, Australia at 12:00 pm AEDT on 12/11/24 using computerised random selection.
    - i) The first valid entry drawn will be the winner of the major prize specified in the Schedule above.
  - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. Instant Win:
  - a) Instant winners will be notified immediately if they have won on screen upon entry form submission, subject to verification.
  - b) Quality control errors will not invalidate an otherwise valid prize claim.
  - c) Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are valued at more than \$100 will be awarded in the unclaimed prize draw.
  - d) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
7. 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 time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. 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.
9. 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.
10. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Entrants will be refused service of alcohol or provision of an alcohol beverage if it would breach any laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to

Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol>.

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. 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, subject to any written directions of a regulatory authority.
14. No entry fee is charged by the Promoter to enter the Promotion.
15. 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.
16. Entrants' personal information will be collected by the Promoter directly or through its agents or contractors. By entering, the entrant consents to the Promoter keeping personal information on its database. The Promoter may use this information to conduct and manage the Promotion and for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://asahi.com.au/privacy>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion, to communicate with the entrants or in storing data and to the State and Territory lottery departments as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter's direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the entrant may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). 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 the Promotion.
17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
18. 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.
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 Competition and Consumer Act 2010 (Cth).
21. 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, subject to State or Territory regulation.
22. 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.

23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. 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.
24. The Promoter and its associated agencies and companies will not 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).
25. 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.
26. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
27. 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.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
29. Authorised under: ACT Permit No. TP 24/01563, NSW Authority No. TP/00044 and SA Permit No. T24/1222.