

**Vodka Cruiser X Pres Pack Promotion Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>											
<b>Promotion:</b>	Vodka Cruiser X Pres Pack Promotion										
<b>Promoter:</b>	CUB Pty Ltd ABN 76 004 056 106, Level 19, 2 Southbank Boulevard, Southbank, VIC 3006, Australia. Ph: 1800 244 054  For any enquiries regarding this Promotion, please contact the Promoter via consumerrelations@asahi.com.au or 1800 244 054										
<b>Promotional Period:</b>	<b>Start time/date:</b> 12:00 pm AEST on 11/05/26 <b>End time/date:</b> 12:00 pm AEST on 08/06/26										
<b>Eligible entrants:</b>	Entry is only open to Australian (excluding NT) residents who are 18 years of age or over.										
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following steps during the Promotional Period:  a) click on the promotional advertisement on Instagram, follow the link provided in the promotional email or visit <a href="https://vodkacruiser.com.au/">https://vodkacruiser.com.au/</a> and 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, date of birth, email address, mobile number and full address) and provide an answer to the following question in 25 words or less: "Tell us what makes a pres actually good?"; and  b) (optional) select the tick box to consent to receipt of marketing from the Promoter.										
<b>Entries permitted:</b>	Limit one (1) entry per person.										
<b>Winner Determination:</b>	<u>Judging:</u> <ul style="list-style-type: none"> <li>The winners will be determined by representatives of the Promoter. Each entry will be judged based on the individual originality, creative merit and literary merit of the answer provided to the promotional question.</li> <li>The eight (8) best valid entries, as determined by the judges, will each receive a prize. The top three (3) entries will each be awarded a Major Prize, and the next five (5) entries will each be awarded a Minor Prize.</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>										
<b>Total Prize Pool:</b>	AUD\$1,299.00										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Prize Description</th> <th style="width: 20%;">Number of this prize</th> <th style="width: 20%;">Value (per prize)</th> </tr> </thead> <tbody> <tr> <td> <b>Major Prize:</b> The prize includes:                             <ul style="list-style-type: none"> <li>1 x case of Vodka Cruiser X Grape (24 Cans);</li> <li>1 x case of Vodka Cruiser X Blueberry (24 Cans);</li> <li>1 x portable speaker + karaoke microphone;</li> <li>1 x \$100 Uber gift card</li> <li>1 x Yashica film camera; and</li> <li>1 x deck of cards</li> </ul> </td> <td align="center">3</td> <td align="center">AUD\$193.00</td> </tr> <tr> <td> <b>Minor Prize:</b> The prize includes;                             <ul style="list-style-type: none"> <li>1 x case of Vodka Cruiser X (24 Cans)</li> </ul> </td> <td align="center">5 (3 winners x Grape Flavours   2 winners x Blueberry Flavours)</td> <td align="center">AUD\$144.00</td> </tr> </tbody> </table>			Prize Description	Number of this prize	Value (per prize)	<b>Major Prize:</b> The prize includes: <ul style="list-style-type: none"> <li>1 x case of Vodka Cruiser X Grape (24 Cans);</li> <li>1 x case of Vodka Cruiser X Blueberry (24 Cans);</li> <li>1 x portable speaker + karaoke microphone;</li> <li>1 x \$100 Uber gift card</li> <li>1 x Yashica film camera; and</li> <li>1 x deck of cards</li> </ul>	3	AUD\$193.00	<b>Minor Prize:</b> The prize includes; <ul style="list-style-type: none"> <li>1 x case of Vodka Cruiser X (24 Cans)</li> </ul>	5 (3 winners x Grape Flavours   2 winners x Blueberry Flavours)	AUD\$144.00
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<b>Further Prize Details:</b>	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 with the gift card.										

	<p>Winners must provide valid photo identification confirming they are aged 18 years or over to claim the prize. Proof of age may be required during winner verification and at the time of delivery.</p> <p>Prizes will be delivered via mail or courier. Winners must be available to accept delivery in person. As the prize contains alcohol, it cannot be left unattended and will only be released upon successful age verification.</p>
<b>Winner notification:</b>	The winners will be contacted via email or phone within seven (7) days of the judging.
<b>Unclaimed Prizes:</b>	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.

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("**Promotional Period**"). Where applicable, 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.
- Valid and eligible entries will be accepted during the Promotional Period.
- 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.
- All reasonable attempts will be made to contact each winner.
- 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, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize.
- 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>. Please refer to the GL4001 'Liquor promotion guidelines' and GL4003 'Intoxication guidelines' at [liquorandgaming.nsw.gov.au](http://liquorandgaming.nsw.gov.au).
- Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
- The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of publication. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- Tickets or rights for alcohol prizes will not be distributed by or to any person under 18, nor can a person under 18 dispense or collect an alcohol prize. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol. The Promoter supports the responsible service of alcohol.
- No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.

12. 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.
13. 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.
14. 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.
15. 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. 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.
16. 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 its 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.
17. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
18. 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.
19. 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).
20. 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.
21. 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). If 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.

22. All material submitted on entry (e.g. comment(s) and 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 entrant 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.
23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If 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, acting reasonably, 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 willful 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 winners 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. 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.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.