

Vodka Cruiser Summer Drops Promotion Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.						
Who can enter?	Only Australian residents who: (a) are aged 18 or over; and (b) if you have entered in Entry Period 2, can take the travel prize to the Client Liaison concert in Melbourne on 01/03/2024 – 03/03/2024 (inclusive).						
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (c) the Promoter; and (d) the agencies, companies or participating premises associated with this competition.						
Purchase Period	12.01am (AEDT) on 15/01/2024 to 11.59pm (AEDT) on 25/02/2024.						
Entry Period/s	Entry Period 1: 12.01am (AEDT) on 15/01/2024 to 11.59pm (AEDT) on 21/01/2024. Entry Period 2: 12.00am (AEDT) on 22/01/2024 to 11.59pm (AEDT) on 28/01/2024. Entry Period 3: 12.00am (AEDT) on 29/01/2024 to 11.59pm (AEDT) on 04/02/2024. Entry Period 4: 12.00am (AEDT) on 05/02/2024 to 11.59pm (AEDT) on 11/02/2024. Entry Period 5: 12.00am (AEDT) on 12/02/2024 to 11.59pm (AEDT) on 18/02/2024. Entry Period 6: 12.00am (AEDT) on 19/02/2024 to 11.59pm (AEDT) on 25/02/2024.						
Where will the competition run?	The competition will run in participating independently owned liquor licensed outlets (including online) which are displaying promotional material (Outlets) in Australia.						
Website	www.cruisersummerdrops.com.au						
Qualifying Purchase	Purchase any Vodka Cruiser multi-pack in 1 transaction from an Outlet for off premise consumption.						
Entry instructions	To enter, you must, during the Purchase Period: (a) make a Qualifying Purchase from an Outlet and collect your itemised purchase receipt; (b) then during an Entry Period: i. locate a QR code on promotional materials in-store and scan with your smart phone to visit the website; OR ii. visit the Website; then (c) locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information. Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Purchase Period before you submitted your entry). The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.						
How many winners will there be and how will they be chosen?	There will be a total 251 winners determined in respect of this competition across all of the Entry Periods. The number of winners in each Entry Period will be as follows: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Entry Period</th> <th>No. of Winners</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Entry Period	No. of Winners	1	50	2	1
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	<p>There will be 6 draws conducted – 1 per Entry Period.</p> <p>All entries received in respect of each Entry Period (including previously winning entries) will not roll over to subsequent Entry Period draws.</p> <p>Each draw will be held at 12pm (AEDT) at KollowitzOwen, Suite 8/799 Springvale Rd, Mulgrave VIC 3170 (KollowitzOwen) on the following dates for each entry period:</p> <ul style="list-style-type: none"> • Entry Period 1: 23/01/2024 • Entry Period 2: 30/01/2024 • Entry Period 3: 06/02/2024 • Entry Period 4: 13/02/2024 • Entry Period 5: 20/02/2024 • Entry Period 6: 27/02/2024. <p>For Entry Periods 1, 3, 4, 5 and 6 (therefore excluding Entry Period 2) the first 50 valid entries drawn randomly in each draw from the entries received during the relevant Entry Periods will win a prize.</p> <p>For Entry Period 2, only the first valid entry drawn randomly from the entries received during Entry Period 2 will win the prize.</p> <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 (Reserve Entrants).</p>																																	
What can I win?	<p>There are 251 prizes available – 1 prize in Entry Period 2 and then 50 prizes in every other Entry Period.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Entry Period</th> <th style="text-align: center;">Prize</th> <th style="text-align: center;">No. of Prizes</th> <th style="text-align: center;">Individual Prize Value</th> <th style="text-align: center;">Total Prize Value</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Co-branded Vodka Cruiser x Client Liaison T-Shirts (Adult size)</td> <td style="text-align: center;">50</td> <td style="text-align: center;">\$80</td> <td style="text-align: center;">\$4,000</td> </tr> <tr> <td style="text-align: center;">2</td> <td>A trip for 4 (18+) to Melbourne to see Client Liaison at The Hotel Esplanade in St Kilda, Melbourne <i>See "Travel prize" section below for further prize details.</i></td> <td style="text-align: center;">1</td> <td style="text-align: center;">\$8,000</td> <td style="text-align: center;">\$8,000</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Co-branded Vodka Cruiser x Client Liaison hats (Adult size)</td> <td style="text-align: center;">50</td> <td style="text-align: center;">\$50</td> <td style="text-align: center;">\$2,500</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Co-branded Vodka Cruiser x Client Liaison retro coolers (Adult size)</td> <td style="text-align: center;">50</td> <td style="text-align: center;">\$150</td> <td style="text-align: center;">\$7,500</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Co-branded Vodka Cruiser x Client Liaison bags</td> <td style="text-align: center;">50</td> <td style="text-align: center;">\$80</td> <td style="text-align: center;">\$4,000</td> </tr> </tbody> </table>				Entry Period	Prize	No. of Prizes	Individual Prize Value	Total Prize Value	1	Co-branded Vodka Cruiser x Client Liaison T-Shirts (Adult size)	50	\$80	\$4,000	2	A trip for 4 (18+) to Melbourne to see Client Liaison at The Hotel Esplanade in St Kilda, Melbourne <i>See "Travel prize" section below for further prize details.</i>	1	\$8,000	\$8,000	3	Co-branded Vodka Cruiser x Client Liaison hats (Adult size)	50	\$50	\$2,500	4	Co-branded Vodka Cruiser x Client Liaison retro coolers (Adult size)	50	\$150	\$7,500	5	Co-branded Vodka Cruiser x Client Liaison bags	50	\$80	\$4,000
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	6	Co-branded Vodka Cruiser x Client Liaison beach towels	50	\$70	\$3,500
		Total:	251		\$29,500
	All prizes (except for the Travel prize) will be sent to each winner's nominated Australian residential address as specified in their online entry form within 28 days of verification.				
Travel prize	<p>If you win the travel prize, your prize will be a trip for you and 3 adult companions to Melbourne to attend a Client Liaison concert at The Hotel Esplanade on 02/03/2024 which includes the following for you and each of your companions:</p> <p>(a) return economy airfares (including airfare taxes) from your nearest Australian capital city to Melbourne and return transfers between Melbourne airport and the accommodation (flights are not included if you live in Victoria, and if so, you and your companions will be provided with transfers to and from the accommodation by the Promoter);</p> <p>(b) 2 nights' accommodation in a minimum 4 star hotel (twin share) (as determined by the Promoter) including breakfast; and</p> <p>(c) General Admission ticket to the Client Liaison concert.</p> <p>Travel dates: 1st March 2024 – 3rd March 2024.</p> <p>The Travel prize is subject to any applicable law or guidelines including in relation to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</p> <p>By accepting or participating in the prize, your companions accept these Terms and Conditions.</p> <p>Additional terms and conditions of the Travel prize:</p> <p>Travel dates are set as per prize package details. 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 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. No portion of the prize is redeemable for cash. The prize is non-refundable or transferable. The 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. Any 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. The winner and travel companions must have valid travel insurance for their period of travel.</p>				
Total prize pool	The total prize pool is \$29,500.				
How many times can I enter?	There is no limit on the number of entries you can submit, provided each entry is submitted separately in accordance with these Terms and Conditions.				
How and when will the winner/s be informed?	<p>All winners will be notified in writing by email within two business days of determination.</p> <p>The Travel prize winner will also have their name and state/territory of residence/postcode published on the Website on 05/02/2024 for a period of 28 days.</p>				
Proof of purchase	<p>You must keep your original itemised purchase receipt(s) as proof of purchase for all entries.</p> <p>If you don't produce the above proof of purchase for all entries when asked, the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p>				

	<p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
Unclaimed prize/s	<p>Travel prize claim date: 5pm (AEDT) on 08/02/2024.</p> <p>Unclaimed Travel prize determination: 12pm (AEDT) on 09/02/2024 at the same location as the original draw.</p> <p>Prize claim date: 5pm (AEDT) on 25/03/2024.</p> <p>Unclaimed prize determination: 12pm (AEDT) on 26/03/2024 at the same location as the original draws.</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 prizes in descending order of value amongst valid entrants. Any winners will be informed in writing by email within two business days of determination. Any Travel prize winners will have their name and state/territory of residence/postcode published on the Website on 13/02/2024 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 on the Website on 23/04/2024.</p>
Collection and use of your personal information	<p>If you are a winner, you and (if applicable) your companion/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion/s consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion/s' personal information directly or through its agents or contractors. The Promoter will use your/your companion/s' personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands.</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 the <i>Spam Act 2003</i> (Cth), 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 the <i>Spam Regulations 2021</i> (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 this competition.</p> <p>The Promoter's Privacy Policy (see https://asahi.com.au/privacy) includes information about:</p> <ul style="list-style-type: none"> (a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and (e) how to complain about a privacy breach and how the Promoter will deal with such a complaint. <p>If you have marked the "opt-in" box on the entry form relating to a third party collecting your personal information, you consent to the storage of your personal information on the specified third party's database/s and the specified third party may use this information for future promotional and marketing purposes regarding their products and services including contacting you via electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the third party 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 the <i>Spam Regulations 2021</i> (Cth). You should contact the relevant third party/ies for their privacy policy/ies.</p>
Responsible drinking	<p>Enjoy alcohol responsibly. Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: https://www.nhmrc.gov.au/health-advice/alcohol. See also the NSW Standard Drink and Preventing Intoxication Guidelines at</p>

	https://www.liquorandgaming.nsw.gov.au/working-in-the-industry/serving-alcohol-responsibly/standard-drink-guidelines-and-preventing-intoxication . All advertising material for this competition will include a message regarding responsible consumption of alcohol.
Permit numbers	Authorised under: ACT Permit No. TP23/02308 SA Licence No. T23/1712 NSW Authority No. TP/00044

- 11 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

- 12 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms/scratch cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). If online or SMS entry is available, you will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 13 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. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (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 any overseas location specified, including a current and valid passport and any visas required;
 - (h) a requirement to present your credit card when checking in to accommodation; and
 - (i) a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 14 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc. 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.
- 15 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.
- 16 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/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.

General

- 17 Any failure by you or (if applicable) your companion/s 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).
- 18 For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 19 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.
- 110 You/your companion/s 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.
- 111 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 (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.
- 112 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.
- 113 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 114 If you (or your companion/s, if applicable), 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/s) from participating in any elements of the prize, at its discretion.
- 115 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, where relevant.
- 116 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.
- 117 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.

- 118 If publication will take place, by entering, you request that your full address not be published.
- 119 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 120 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, 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.
- 121 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.

Liability

- 122 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 123 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).
- 124 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.
- 125 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.