

Somersby Win a 2025 AO Experience Promotion

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Competition Period	12.01am (AEDT) on 01/11/2024 to 11.59pm (AEDT) on 31/12/2024.
Who can enter?	Only Australian residents who are: (a) aged 18 or over; and (b) able to take the major prize 24/01/2025 to 27/01/2025 (dates to be confirmed by the Promoter, subject to the 2025 Australian Open official schedule).
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/Outlets associated with this competition.
Where will the competition run?	The competition will run in liquor licensed outlets (including the online stores of those outlets) which are stocking specially marked products (Outlets) in Australia.
Website	www.somersbywonderfulwins.com.au
Qualifying Purchase	A specially marked 10 pack (375ml cans) of Somersby Pear Cider, Somersby Apple Cider or Somersby Super Crisp Cider.
Entry instructions	To enter, you must: (a) make a Qualifying Purchase from an Outlet; (e) locate the unique code inside the specially marked 10 pack; (f) then during the Competition Period, visit the Website directly or scan QR code on the specially marked pack to get to the Website, locate the entry page and fill out and submit the online entry form, including by providing the unique code, and providing all other requested information to see if you have won an instant win prize, and to get 1 entry into the major prize draw. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
How many instant win prizes are there and how will they be chosen?	There are up to 500 instant win prizes to be awarded based on pre determined times (Selected Winning Time) during the Competition Period selected by a computerised random system at KollwitzOwen, Suite 8/799 Springvale Rd, Mulgrave VIC 3170 (KollwitzOwen). The first valid entry received on or after a Selected Winning Time will win (subject to verification) an instant win prize. A maximum of one (1) prize will be awarded in respect of each Selected Winning Time.
How many major prize winners will there be and how will they be chosen?	There will be 3 major prizes winner determined in respect of this competition. There will be 1 draw conducted. The draw will take place at 11.00am (AEDT) on 02/01/2025 at KollwitzOwen. The first three valid entries drawn randomly from the entries received during the Competition Period will each win a major prize. 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).
What can I win?	There are up to 503 prizes available – up to 500 instant win prizes and 3 major prizes. Major prize There are 3 major prizes.

	<p>Each major prize is a trip for the winner and 1 adult companion to Melbourne, Victoria 24/01/2025 to 27/01/2025 (inclusive) to attend the Men's and Women's Finals in the 2025 Australian Open (exact dates to be confirmed by the Promoter subject to the 2025 Australian Open schedule) valued at up to \$16,906 depending on the winner's place of residence which determines point of departure. See 'Travel prize' section below for details.</p> <p>Instant win prizes</p> <p>Each instant win prize is a \$100 Digital Prepaid Mastercard®.</p> <p>The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard and distributed by the TCN Group Pty Limited ABN 87 626 501 568. T&CS apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.</p> <p>Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at https://thecardnetwork.com.au/pages/terms-conditions</p> <p>Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.</p>
<p>Travel prize</p>	<p>If you win the major prize, the prize is a trip for you and 1 adult companion to Melbourne, Victoria in January 2025 to attend the Men's and Women's Finals of the 2025 Australian Open, valued at up to \$16,906 and includes the following:</p> <ul style="list-style-type: none"> ● return economy airfares (including airfare/airport taxes) from your nearest Australian capital city to Melbourne, Victoria and return transfers between airport and accommodation (flights and transfers are not included if you live in Victoria, and if so, you and your companion must make your own way to and from the hotel location at your own cost); ● 3 nights' (twin share or similar) 5 star accommodation at Langham Melbourne (or similar, as determined by the Promoter), including breakfast included; ● 2 tickets to the Men's and Women's Australian Open Final (singles match) including an experience/activity, as determined by the Promoter; ● \$AUD1,000 spending money for the winner only (awarded via EFT to winner's nominated AU bank account); and ● a Welcome event on 25th January 2025 with a tennis legend including a 2 hour full food & drinks package (RSA applies). <p>You must be able to take the major prize in January 2025 on dates specified to coincide with the Women and Men's Finals of the 2025 Australian Open.</p> <p>All Australian Open passes are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2025 (which can be found online at https://ausopen.com/conditions-of-sale-entry). All Australian Open hospitality products, including dining and/or private space elements, are provided subject to the Australian Open Hospitality Conditions 2025 (which can be found online at https://ausopen.com/hospitality/terms-conditions)</p> <p>The major prize is subject to a pandemic, any travel/government restrictions/directives, border closures, health advice and the like.</p> <p>By accepting or participating in any prize, your companion/s accept these Terms and Conditions.</p> <p>The prize inclusions are correct as at the date of preparing these Terms and Conditions.</p> <p>Travel is valid for set dates as per prize package inclusions stated. 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. In the event the winner is under the age of 18 years, they must be accompanied by a parent/guardian. 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</p>

	<p>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. Prize winner and travel companions must have valid travel insurance for their period of travel.</p>
Total prize pool	<p>The instant win prize pool is up to \$50,000.</p> <p>The major prize pool is up to \$50,718</p> <p>The total prize pool is up to \$100,718.</p>
How many times can I enter?	<p>Max 1 entry per person per day. Each entry must be based on a separate Qualifying Purchase and a separate unique code.</p> <p>Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
How and when will the winner/s be informed?	<p>All entrants will get a return online message acknowledging their entry and informing them if they have won an instant win prize with details on how to verify and claim their instant win prize.</p> <p>The major prize winners will be notified by phone and in writing within 5 business days of determination and will have their name and postcode of residence published on the Website on 03/01/2025 for a period of 28 days.</p>
Proof of purchase	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • unique code/s from the specially marked pack. <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>If, in the Promoter's reasonable 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 / unwon prize/s	<p>There will be no unclaimed instant win prizes. All instant win prizes will be automatically awarded to winners via email. To redeem the prize, winners must follow the prompts in the email which includes (but not limited to) entering contact details and downloading the specified app. It is an entrant's responsibility to ensure that they enter their mobile phone number correctly. If you fail to enter your mobile phone number correctly, the prize will not be able to be awarded.</p> <p>Prize claim date: 5pm (AEDT) on 09/01/2025.</p> <p>Unclaimed/unwon prize determination: 11am (AEDT) 10/01/2025 at KollwitzOwen.</p> <p>If any instant win prize has not been won during the Competition Period, or if a major 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 major prize winner or a major prize winner does not contact the Promoter by the prize claim date above), the relevant entry will be discarded and the Promoter will re-award the prize/s to Reserve Entrant/s and/or carry out an unclaimed major prize draw at the date, time and place stated above to randomly distribute such prize/s.</p> <p>Any such winner/s will be notified by phone and in writing within 5 business days of determination and will have their name and postcode of residence published on the Website on 13/01/2025 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 31/01/2025.</p>
Collection and use of your personal information	<p>If you are a winner, you and your companion (if applicable) 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>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 companion's personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companion or storing data. This may include disclosures to organisations outside</p>

	<p>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 Spam Act 2003 (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 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 this competition.</p> <p>The Promoter's Privacy Policy (see https://asahi.com.au/privacy) 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>
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: www.nhmrc.gov.au/about-us/publications/australian-guidelines-reduce-health-risks-drinking-alcohol. See also the NSW Liquor Competition Guidelines and Intoxication Guidelines at www.liquorandgaming.nsw.gov.au/documents/gl/gl4001-liquor-promotion-guidelines.pdf. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP24/00990</p> <p>SA Licence No. T24/772</p> <p>NSW Authority No. TP/00044</p>

- 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. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks or spam filters outside its reasonable control. 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 and when offered 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:
- validity period/s;
 - booking and availability of flights, accommodation and events;
 - conditions of travel and conditions of entry into any event venues (including behaviour requirements, COVID safety requirements and applicable dress codes);
 - conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - travel dates and specified travel exclusion periods;
 - any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
 - 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.
- 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 a 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 beyond the Promoter's reasonable control. In that case you/your companion/s forfeit your entitlement to that event/activity and the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities. 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 material 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 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.
- 110 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially 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 reasonable 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.
- 111 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.
- 112 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 materially breach these conditions, whether or not legally bound by them.
- 113 If you (or your companion/s, if applicable), in the reasonable 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.
- 114 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.

- 115 If any dispute arises between you and the Promoter concerning the conduct of this competition 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.
- 116 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) cannot be provided 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.
- 117 By entering, you request that your full address not be published.
- 118 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid instant win 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.
- 119 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.
- 120 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

- 121 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 122 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).
- 123 Without limiting the previous paragraphs, 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 prizes), due to circumstances beyond the Promoter's reasonable control.
- 124 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.