

Pick up, Kick off with Vodka Cruiser X Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Pick up, Kick off with Vodka Cruiser X
Promoter:	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
Promotional Period:	Start time/date: 09:00 am AEST on 01/09/26 End time/date: 11:59 pm AEST on 10/09/26
Eligible entrants:	Entry is only open to Australian residents (excluding Northern Territory) who are 18 years of age or over and are based in or willing to travel to an Eligible City (defined below) to redeem the prize at their own expense (if required). Eligible Cities: Sydney, Melbourne, Brisbane, the Gold Coast or Canberra. By entering, entrants acknowledge and accept that: (a) the Major Prize may only be claimed by answering a telephone call from the Promoter's representative, which may be made from a private, blocked or unknown number; (b) they are responsible for answering calls from unknown numbers during the winner notification period; and (c) if they do not answer, they will forfeit the Major Prize.
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, visit https://vodkacruiser.com.au/pick-up-kick-off, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details as requested and an answer to the question: "In 50 words or less, convince Ben Gerrans why he should crash your next gathering". *The response must not imply or encourage: ● excessive or rapid consumption of alcohol; ● drinking to intoxication or dependence; ● alcohol as a solution to problems or a way to relax, cope, or escape; ● drink-driving or operating machinery; ● underage drinking; ● consumption in unsafe settings (e.g. pools, roads, boats, gyms); ● breaking the law or health guidelines (e.g. smuggling alcohol, sneaking drinks); ● reference or include under 18 year olds; ● childlike language, cartoons, or references to school/childhood; ● parenting in a way that associates alcohol with child care responsibilities; and ● self-destructive jokes or references to addiction.
Entries permitted:	Limit one (1) entry permitted per person.
Winner Determination:	<u>Judging:</u> ● The winner will be determined by representatives of the Promoter. Entries will be assessed against the following criteria: ● Creativity and originality - 40% ● Suitability to the campaign - 30% ● Overall quality of the response - 30% ● The best valid entry (being the entry receiving the highest aggregate score), as determined by the judges, will be selected as the finalist for the Major Prize. ● The finalist will be contacted by Ben Gerrans to confirm their acceptance of the prize.

	• Ben Gerrans will make up to three (3) reasonable attempts to contact the finalist within seventy-two (72) hours of judging. The call may originate from a private number, blocked number, unknown caller ID or another telephone number not previously disclosed as part of this Promotion. • During the call, Ben Gerrans will identify himself immediately and may make himself visible to the finalist via a video call (including via FaceTime). The call may be screen-recorded by the Promoter for promotional and/or record-keeping purposes. By participating in the call, the finalist consents to the recording being used by the Promoter and Vodka Cruiser for promotional and advertising purposes, including on social media and other digital channels, without further notice or compensation. • Ben Gerrans, the Promoter and Vodka Cruiser will not request payment, bank account or credit card details, passwords, verification codes or other financial information from the finalist in connection with the finalist’s claim of the prize. Any person purporting to be Ben Gerrans, the Promoter or Vodka Cruiser who requests such payment or information is not acting on their behalf. To the extent permitted by law, Ben Gerrans, the Promoter and Vodka Cruiser are not responsible for any loss or damage arising from a finalist, entrant or any individual engaging with, or providing information or payment to, an unauthorised third party falsely claiming to be associated with the Promotion. • If the finalist answers the call and confirms their acceptance of the Major Prize, they will be confirmed as the Major Prize winner, subject to verification of their eligibility. • If the finalist does not answer any of the three (3) calls, cannot be contacted, declines the prize or is otherwise determined to be ineligible, they will forfeit the Major Prize and the Promoter will proceed to the entrant with the next highest aggregate score. Ben Gerrans will make up to three (3) reasonable attempts to contact each reserve winner in the same manner, continuing through the reserve winners in order until the Major Prize is successfully claimed. • The Promoter may, with the winner's consent, record the telephone call between Ben Gerrans and the winner for promotional and advertising purposes. • By accepting a prize, the winner agrees that the Promoter may use and reproduce the winner's name, voice, image, likeness and statements made during the recorded call for promotional, advertising and marketing purposes in connection with this Promotion and the Promoter's products and services, without further compensation, subject to any consent required by applicable law. • The Promoter will notify the winner before recording commences and will obtain the winner's consent to the recording and proposed use of the recording. • Once the Major Prize winner has been confirmed, the next best valid entry (being the valid entry receiving the highest aggregate score after the Major Prize winner), as determined by the judges, will win the Minor Prize specified below. • The next five (5) best valid entries after the Major Prize winner and Minor Prize winner, as determined by the judges, will win the Consolation Prize specified below. • The judges may select additional reserve winners and rank them in order of merit in case a selected winner is unable to claim their prize due to an invalid entry, ineligibility, failure to respond to the winner notification or forfeiture of a prize. • All winners will be determined by skill. Chance plays no part in determining winners. The judging will be completed, and the finalist and reserve winners determined and recorded in order of merit, before any telephone call is made. The winner notification and prize acceptance process set out above is a condition of claiming the Major Prize only, and forms no part of the determination of winners. The judges’ decision is final and binding and no correspondence will be entered into.
Total Prize Pool:	Up to AUD\$50,500.00

Prize Description	Number of this prize	Value (per prize)
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Major Prize: The prize is private pre-event DJ performance by Ben Gerrans for the winner and up to twenty-nine (29) guests (aged 18 years or over) at a private venue hired by the Promoter in one (1) of the Eligible Cities on 25/09/26.	1	Up to AUD\$50,000.00
Minor Prize: The prize is two (2) x adult general admission tickets to DJ Ben Gerrans' upcoming gig.	1	Up to AUD\$200.00
Consolation Prize: The prize is a 4-Pack of Vodka Cruiser X Blueberry and a 4-pack of Vodka Cruiser X Grape, to share.	5	AUD\$60.00
Further Prize Details:	Major Prize - The Promoter will not provide or reimburse any costs associated with travel, accommodation, meals, incidentals or any other expenses incurred in attending the event, other than those expressly included as part of the prize. - The prize is subject to the venue's terms and conditions and any reasonable directions issued by the Promoter or venue management. If the winner or any of their guests fail to comply with such terms or directions, the Promoter reserves the right to refuse entry or require the person to leave the venue. - The prize entitles the winner to attend the event with up to twenty-nine (29) guests aged 18 years or over. Attendance at the event will be managed at the Promoter's discretion, and the Promoter may permit additional persons to attend, including in place of any guest places not used by the winner. The Promoter is not responsible for providing any refund, compensation or alternative prize in respect of any unused guest places. Minor Prize - This prize includes tickets to DJ Ben Gerrans' upcoming gig. The exact date and location of the event will be communicated to the winner. If the winner is unwilling or unable to attend this event, they forfeit the prize and the Promoter is not obliged to offer a substitute prize. - The event tickets are subject to the organiser's terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or their companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. - All costs associated with travel to and from the event will be the responsibility of the winner and their companion.	
Winner notification:	The winners will be contacted via phone within seven (7) days of the judging.	
Unclaimed Prizes:	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.	

1. 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.
2. 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.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the 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. All reasonable attempts will be made to contact each winner.
6. 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.
7. 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.
8. 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.
9. 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.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. 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.
12. 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.
13. 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.
14. 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.

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

22. 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.
23. 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).
24. Unless otherwise specified, a prize is a single event for the winner (and where relevant their companion(s)) and cannot be separated into individual events or components.
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. 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.