

HR Lemon Pineapple BWS Promotion Terms & Conditions ("Conditions of Claim")

Schedule		
Promotion:	HR Lemon Pineapple BWS Promotion	
Promoter:	CUB Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054 For any enquiries regarding this Promotion, please contact the Participating Venue	
Promotional Period:	Start time/date: 12:00 pm AEST on 12/12/25 End time/date: 6:00 pm AEST on 13/12/25 or once all gifts available are exhausted Activation Periods: <ul style="list-style-type: none">12/12/25: Between 12:00 pm AEST and 6:00 pm AEST13/12/25: Between 12:00 pm AEST and 6:00 pm AEST	
Eligible claimants:	Claims are only open to Australian residents who are 18 years of age or over.	
How to Claim:	<p>To claim a gift, the claimant must complete the following steps during an Activation Period:</p> <p>a) visit the Hard Rated Lemon Pineapple stand at BWS Alexandra Headlands, QLD (“Participating Venue”) and present their ID to the promotional staff;</p> <p>b) hand their phone over to the influencer or talent at the stand and let them know what social obligation they want to get out of*. The influencer or talent, at the claimant’s approval, will then call their nominated contact to get out of the social obligation with a cheeky excuse^; and</p> <p>c) provide their personal details (as requested).</p> <p>*Social obligations can either be celebrations, ceremonies, family gatherings, events, etc.; but excludes getting out of work obligations (e.g. work day, work meetings/events, etc.).</p> <p>^The claimant must provide approval to the influencer or talent to use the cheeky excuse prior to the call.</p> <p><i>Only the first fifty (50) valid claims received each day will be awarded with the gift outlined below.</i></p>	
Claims permitted:	Only one (1) eligible claim per person will be accepted.	
Total Gift Pool:	Up to AU\$2,300.00	
Gift Description	Number of this gift	Value (per gift)
The gift is a 4-pack of Hard Rated Lemon Pineapple 375ml cans (to share).	Up to 100 (50 per day)	AU\$23.00

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and the Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and the Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while gift stocks last.
4. Employees (and their immediate family members) of the Participating Venue, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of successful claimants 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 claim. "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. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
6. Tickets or rights for alcohol gifts will not be distributed by or to any person under 18, nor can a person under 18 dispense or collect an alcohol gift. Entrants will be refused service of alcohol or provision of an alcoholic beverage gift 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.
7. No part of a gift is exchangeable, redeemable for cash or any other gift or transferable, unless otherwise specified in writing by the Promoter.
8. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Claimants' personal information will be collected by the Promoter directly or through its agents or contractors (including Participating Venue). The claimant 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 claimant 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 claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents, gift suppliers and service providers to assist in conducting this Promotion, to communicate with the claimants 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 claimant does not provide their personal information as requested, they may be ineligible to claim a gift 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 claimant 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 submitting a claim, the claimant consents to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.
10. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim 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 gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim 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).
12. 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 claims, or suspend or modify a gift.

13. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). If a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach these Conditions of Claim, any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated claim software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
14. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. If there is a dispute concerning the conduct of the Promotion or claiming a gift, the Promoter will resolve the dispute in direct consultation with the claimant. If the dispute cannot be resolved the Promoter's decision, acting reasonably, will be final.
15. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any gift (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).
16. The claimant(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.
17. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.