

Hard Rated Orange On Us Promotion Terms & Conditions ("Conditions of Claim")

Schedule					
Promotion:	Hard Rated Orange On us 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 Promoter via consumerrelations@asahi.com.au or 1800 244 054				
Promotional Period:	Start time/date: 9:00 am AEDT on 03/11/25 End time/date: 11:59 pm AEDT on 31/12/25 or once all gifts available are exhausted				
Eligible claimants:	Claims are only open to Australian residents (excluding NT) who are 18 years of age or over.				
How to Claim:	To claim a gift, the claimant must complete the following steps during the Promotional Period: a) purchase any glass of Hard Rate Orange from any venue in Australia (excluding NT) that stocks and sells the product ("Participating Venues") and request a receipt at the time of purchase; and b) scan the QR code on promotional material or visit hardrated.com.au/orange-on-us, follow the prompts to the Promotion claim page; and fully complete and submit the online claim form with their personal details (first name, last name, email address & mobile number), provide the requested purchase information and upload a scanned copy or photo of the receipt for the qualifying transaction. Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction. Claims are strictly limited to a maximum total value of \$100,000.				
Claims permitted:	Only one (1) eligible claim per person will be accepted.				
Total Gift Pool:	Up to AU\$100,000.00				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Gift Description</th><th style="width: 40%;">Value (per gift)</th></tr> </thead> <tbody> <tr> <td>The gift is an Asahi Pays-enabled Prepaid Mastercard® up to the value of \$20.</td><td>Up to AU\$20.00 (depending on value of purchase)</td></tr> </tbody> </table>		Gift Description	Value (per gift)	The gift is an Asahi Pays-enabled Prepaid Mastercard® up to the value of \$20.	Up to AU\$20.00 (depending on value of purchase)
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Further Gift Details:	Any ancillary costs associated with redeeming the Asahi Digital Pays-enabled Prepaid Mastercard are not included. The Asahi Pays-enabled Prepaid Mastercard must be activated within 6 months of issue and is valid for 12 months after activation. At expiry of the Asahi Pays-enabled Mastercard any unused balance will be forfeited. Eligible customers will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in the Vault Payments app. The Asahi Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See www.vaultps.com.au/terms for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.				

- 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 Venues, 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. Claimants must keep their proof of purchase specified in the 'How to Claim' section for each claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for a specific claim or each claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's respective claim/claims for which Proof of Purchase cannot be provided and/or all claims submitted by that claimant and/or forfeit the claimant's right to the gift. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for claim; and (c) that the purchase was made during the Promotional Period and prior to claim.
6. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Claimants 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://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 <https://www.liquorandgaming.nsw.gov.au/>.
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. Claimant's personal information will be collected by the Promoter directly or through its agents or contractors. By entering, 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 Claimant's 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 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 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 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 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.
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, subject to State or Territory regulation.
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.
19. Authorised under: NSW Authority No. TP/00044.