Asahi Beverages DARC Incentive Promotion Terms & Conditions ("Conditions of Entry")

	Schedule				
Promotion:	Asahi Beverages DARC Incentive Promotion				
Promoter:	Asahi Beverages Pty Ltd ABN 51 004 243 994, 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 AEST on 01/10/25 End time/date: 11:59 pm AEDT on 31/12/25				
Eligible entrants:	Entry is only open to BP Buying Group members within Australia (each an "Eligible Store").				
How to Enter:	To enter the Promotion, Eligible Stores must complete the following steps during the Promotional Period:				
	a. order at least 200 cases of Asahi Lifestyle Beverages products ("ALB") and ensure adherence to the BP Group Core range;				
	b. construct and maintain an ALB off-location display featuring ALB products focusing on core lines (Pepsi, Solo, Mt Dew, Gatorade and Cool Ridge); and				
	c. upload photos of the display using the form linked to the QR code provided by the Promoter.				
	Eligible Stores must also:				
	 keep the display intact throughout the Promotional Period; and 				
	 achieve a minimum 10% increase in total ALB sales volume compared to the same period in 2024 (01/10/24 – 31/12/24). 				
	Stores must be within the Promoter's trading terms during the Promotional Period and must not have overdue monies owing as at the Promotion End Date in order to be eligible to claim any prize.				
	Eligible Stores are only eligible to receive one (1) prize.				
Winner Determination:	 The Promoter will review the volume uplift in sales of ALB products during the Promotional Period compared with the same period last year (01/10/24 – 31/12/24) in each Eligible Store. The three (3) Eligible Stores with the highest sales uplift will receive the Major Prize, while the next twenty (20) Eligible Stores with the next highest sales uplift will receive the Minor Prize (provided they have also met the above criteria). 				
	 In the event of a tie for any prize, the winner will be determined based on the impact and shopability of the photographed displays (as determined by the judges). 				
Total Prize Pool:	Up to AU\$40,000.00				

Prize Description	Number of this prize	Value (per prize)
 Major Prize: The prize is a USA Basketball All-Stars experience for the winner and a friend (aged 18 years or over) which includes the following: return economy class flights from the winner's nearest capital city to Los Angeles, California (departing on 13/02/26 and returning on 18/02/26); five (5) nights twin share 4-star accommodation; and 	3	Up to AU\$10,000.00 depending on date and exact point of departure

2 x adult general admission tickets to a USA Basketball All-Stars game at LA Clippers Intuit Dome on 15/02/26.			
Minor Prize: The prize is a \$500 Visa gift card.	20	AU\$500.00	

Further Prize Details:

The prizes will either be awarded to the owner or the manager or the Promoter's store representative of the winning store (as determined by the Promoter). Where a winning store has multiple eligible owners and those eligible owners disagree about who is the entrant (or if there is confusion for any reason), the Promoter may decide which of them wins the prize. The Promoter's decision is final in this regard.

Travel Prize:

- Travel must be taken between 13/02/26 and 18/02/26 and coincide with the USA Basketball All-Stars game at LA Clippers Intuit Dome on 15/02/26. If the winner is unavailable or unwilling to travel on the dates required by the Promoter, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu.
- Flights will include 23kg of check-in luggage and 7kg of onboard luggage per person. Any luggage over and above this is payable by the prize winner and/or their companion.
- Travel itinerary will be determined by the Promoter in its absolute discretion.
- Prize is subject to the standard terms and conditions of individual prize and service providers.
- The winner and their companion must depart from and return to the same departure point and travel together.
- Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- The prize winner and their companion must arrive at the airport at least 3 hours prior to check in. If the winner and/or their companion misses their flight, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- The prize is subject to booking and flight availability.
- The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. It is the responsibility of the winner and their companion to ensure they are eligible for international travel, hold a current Australian Passport valid for at least 6 months from the date of returning to Australia in order to travel. It is the sole responsibility of the winner and his/her travel companion to obtain a passport and/or a visa (if required).
- Frequent flyer points will not be awarded and do not form part of the prize. Flights upgrades will also not be permitted.
- Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.
- The winner may be required to present their credit card at check in.
- Any amendments, outside the prize inclusions, including changes to airfares, extension of accommodation and rerouting, is the responsibility of payment by the prize winner.
- The Promoter recommends that the winner and their companion take out travel insurance. Any such insurance will be at the winner's (and their companion's) own cost.
- A USA Visa waiver will be required on entry into USA. The winner and their companion must complete the USA Visa waiver prior to departure. <u>Official ESTA Application Website</u>, <u>U.S. Customs</u> <u>and Border Protection (dhs.gov)</u>.

Event Prize:

- This prize includes tickets to USA Basketball All-Stars game, taking place on 15/02/26. 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 USA Basketball All-Stars game 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 USA Basketball All-Stars game will be the responsibility of the winner and their companion. \$500 VISA Gift Card Prize: Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. Winner The winners will be contacted via phone within seven (7) days of being determined. notification: **Unclaimed** In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the Eligible **Prizes:** Store with the next highest percentage uplift in sales or alternatively 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. All reasonable attempts will be made to contact each winning store.
- 5. 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.
- 6. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
- 7. 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.
- 8. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 9. 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.
- 10. No entry fee is charged by the Promoter to enter the Promotion.
- 11. 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.
- 12. Entrants' personal information will be collected by the Promoter and/or by CUB Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia ("CUB") ("the Collectors") directly or through their individual agents or contractors. By entering, the entrant consents to the Collectors keeping personal information on their respective databases. The Collectors may use this information to conduct and manage the Promotion and for future marketing purposes regarding their products, including contacting the entrant electronically. The Collectors will handle personal information in accordance with their privacy policy which is located at https://asahi.com.au/privacy. The Collectors gather personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including their 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 Collectors' 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 Collectors without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.

- 13. 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.
- 14. It is a condition of accepting the prize that a winner and their travel companion(s) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 15. 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/CUB 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.
- 16. 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).
- 17. 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.
- 18. 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.
- 19. 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.
- 20. The Promoter and its associated agencies and companies (including but not limited to CUB) 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 (or its associated organisations) 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 such case each organisation's liability is limited to the minimum allowable by law).
- 21. Unless otherwise specified, the Major Prize is a single event for the winner (and where relevant their companion) and cannot be separated into individual events or components.
- 22. 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.
- 23. 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.
- 24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.