

Somersby Cider Wonderful Wins Promotion (Indies)

Terms and Conditions

Promoter	CUB Pty Ltd (ABN 76 004 056 106), 58 Queens Bridge Street, Southbank VIC 3006.
Competition Period	12.01am (AEST) on 25/09/2023 to 11.59pm (AEDT) on 19/11/2023.
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises/Stores associated with this competition.
Where will the competition run?	The competition will run in participating independently owned liquor stores (including online) which are stocking specially marked products (Stores) in Australia.
Website	www.somersbywonderfulwins.com.au
Qualifying Purchase	A specially marked 10 pack of Somersby Pear Cider or Somersby Apple Cider (375ml cans).
Entry instructions	To enter, you must: (a) make a Qualifying Purchase from a Store; (c) locate the unique code inside the Qualifying Purchase product; (d) then during the Competition Period, visit 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 enter the weekly major prize draw. 1. 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 will be pre-determined winning moments (2 seconds in every minute) throughout the Competition Period (each, a Winning Moment) during which instant win prizes may be won, selected by a computerised random system at Pilgrim Communications, 51A/23 Norton Street, Leichhardt NSW 2040 (Pilgrim). The first valid entry received during a Winning Moment will be the winner. If no valid entry is received during a Winning moment, no prize will be awarded in respect of that Winning Moment.
How many weekly draw prize winners will there be and how will they be chosen?	There will be 8 major prize winners determined in respect of this competition – 1 winner in respect of each of the 8 weekly draws conducted. There will be 8 draws conducted. Each draw will take place at 11.00am (AEDT) on each of 02/10/2023, 09/10/2023, 16/10/2023, 23/10/2023, 30/10/2023, 06/11/2023, 13/11/2023 and 20/11/2023 at Pilgrim. The first valid entry drawn randomly in each draw from the entries received during the Competition Period (up to the day prior to the relevant draw) will win a weekly draw major prize. Entries received in respect of each weekly draw (except for any previous winning weekly draw entries) will roll over to subsequent weekly draws. 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 59,378 prizes available – up to 59,370 instant prizes and 8 weekly major prizes. Each Instant Win prize is a \$50 Vault Pays-enabled Prepaid Mastercard®.

	<p>Each weekly draw major prize is \$5,000 cash, transferred to the winner's nominated Australian bank account. The Promoter is not responsible if you do not provide the correct AU bank details.</p> <p>Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The Digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. You will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Digital Vault 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.</p> <p>Upon verification, the prize will be sent to the winners by SMS (to the mobile phone number specified on the winner's entry form). Winners then need to activate the card using the Vault app – activation code will be provided in SMS. Once activated, the card can be added to the winner's phone's digital wallet (e.g. Apple Pay, Google Pay or Samsung Pay) and can be used for purchasing goods and services where the card is accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The card cannot be used as a credit card and cannot be linked to any deposit account.</p>
Total prize pool	<p>The instant win prize pool is up to \$2,968,500.</p> <p>The weekly draw major prize pool is up to \$40,000.</p> <p>The total prize pool is up to \$3,008,500.</p>
How many times can I enter?	Multiple entries are permitted however, you can only enter once per Qualifying Purchase and per unique code. Each entry must be submitted separately in accordance with these Terms and Conditions.
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 weekly draw major prize winners will be notified by phone and in writing within 5 business days of determination and will have their name and state/territory/postcode of residence published on the Website on 03/11/2023 (for winners in weekly draws 1 - 4) and 28/11/2023 (for winners in weekly draws 5 – 8) 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 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 prize/s	<p>There will be no unclaimed instant win prizes. All instant win prizes will be automatically awarded to winners via SMS to the mobile phone number associated with their entry following verification of their entry. It is an entrant's responsibility to ensure that they enter their mobile phone number correctly. If they fail to enter their mobile phone number correctly, the prize will be forfeited.</p> <p>Weekly major prize claim date: 5pm (AEDT) on 21/12/2023.</p> <p>Unclaimed major prize determination: 10am (AEDT) 22/12/2023 at the same location as the original draws.</p> <p>If a weekly 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 weekly major prize winner (or a weekly draw prize winner does not contact the Promoter) by the weekly major draw prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute any weekly major draw prize.</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 state/territory/postcode of residence published on the Website on 08/01/2024 for a period of 28 days.</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 31/01/2024.
Collection and use of your personal information	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside 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 <i>Spam Act 2003 (Cth)</i>, 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 <i>Spam Regulations 2021 (Cth)</i>.</p> <p>The Promoter's Privacy Policy (see www.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>(e) 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. TP23/00956</p> <p>SA Licence No. T23/756</p> <p>NSW Authority No. TP/00044</p>

2.

- 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. 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.

3. 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, validity period/s;
- 14 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.

General

- 15 If you or your entry are deemed by the Promoter to breach these Terms and Conditions 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 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.
- 16 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.
- 17 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 18 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.
- 19 Prizes cannot be transferred or exchanged. 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. 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.
- 110 By entering, you request that your full address not be published.
- 111 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid 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.
- 112 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.
- 113 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.

4. Liability

- 114 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 115 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).
- 116 Without limiting the previous paragraph, 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.
- 117 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.