## Dan's Days Promotion Terms & Conditions ("Conditions of Entry")

Schedule					
Promotion:	Dan's Days Promotion				
Promoter:	CUB Pty Ltd ABN 76 004 056 106, 58 Queens Bridge Street, Southbank, VIC 3006, Australia. Ph: 1800 244 054				
	For any inquiries regarding this Promotion, please contact the Promoter at consumerrelations@asahi.com.au or on 1800 244 054				
Promotiona I Period:	Start date: 12/01/25 at 09:00 am AEDT End date: 26/01/25 at 11:59 pm AEDT				
Eligible entrants:	Entry is only open to VIC residents who are 18 years and over.				
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period:  a) visit the Peroni or Somersby activation area at the 2025 Australian Open at Melbourne Park; and				
	b) scan the QR code (available on advertising material), follow the prompts to the Promotion entry page; and				
	fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address and mobile number).				
	Instant prize winners will be notified on screen upon entry form submission, subject to verification. All valid entries (including instant prize winners) will also be entered into the corresponding Daily Draw.				
Entries permitted:	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.				
Total Prize Pool:	AUD \$66,596.00				

Prize Description	Number of this prize	Value (per prize)	Winning Method
Day 1 Prize: The prize is an AO reserve dining and tennis experience at Rod Laver Arena for 2 people (aged 18 years or older) on 16/01/25. The dining experience includes table for 2 at The Bistro and lower bowl seats in Rod Laver Arena.	1	AUD\$2,800.00	Daily Draw: computerised random selection - 13/01/25 at 09:00 am AEDT
<b>Day 2 Prize:</b> The prize is 4 x adult tickets to the Peroni Suite in Rod Laver Arena on 24/01/25 (includes food and beverage).	1	AUD\$9,000.00	Daily Draw: computerised random selection - 14/01/25 at 09:00 am AEDT
Day 3 Prize: The prize is an AO reserve dining and tennis experience at Rod Laver Arena for 4 people (aged 18 years or older) on 17/01/25. The dining experience includes table for 4 at The Bistro and lower bowl seats in Rod Laver Arena.	1	AUD\$5,600.00	Daily Draw: computerised random selection - 15/01/25 at 09:00 am AEDT
<ul> <li>Day 4 Prize: The prize is 4 x adult tickets to the Peroni Super Saturday Bar Experience on 18/01/25, which consists of the following:</li> <li>4 x ground passes;</li> <li>a reserved table a-top the Peroni Terrace; and</li> <li>a \$500 voucher for food and drinks.</li> </ul>	1	AUD\$840.00	Daily Draw: computerised random selection - 16/01/25 at 09:00 am AEDT
<b>Day 5 Prize:</b> The prize is 4 x adult tickets to the Peroni Suite in Rod Laver Arena on 24/01/25 (includes food and beverage).	1	AUD\$9,000.00	Daily Draw: computerised random selection - 17/01/25 at 09:00 am AEDT

Day 6 Prize: The prize is an AO reserve dining and tennis experience at Rod Laver Arena for 4 adults (aged 18 years or older) on 22/01/25. The dining experience includes table for 4 at The Bistro and lower bowl seats in Rod Laver Arena.	1	AUD\$6,600.00	Daily Draw: computerised random selection - 18/01/25 at 09:00 am AEDT
<b>Day 7 Prize:</b> The prize is 4 x general admission adult tickets to each AO LIVE event at Melbourne Park on 23/01/25 to 25/01/25.	1	AUD\$634.00	Daily Draw: computerised random selection - 19/01/25 at 09:00 am AEDT
<b>Day 8 Prize:</b> The prize is 4 x adult tickets to the Peroni Suite in Rod Laver Arena on 24/01/25 (includes food and beverage).	1	AUD\$9,000.00	Daily Draw: computerised random selection - 20/01/25 at 09:00 am AEDT
Day 9 Prize: The prize is an adult double pass to the Australian Open 2025 Men's Semi-Finals on 24/01/25 at Rod Laver Arena, with a behind the scenes tour.	1	AUD\$586.00	Daily Draw: computerised random selection - 21/01/25 at 09:00 am AEDT
<b>Day 10 Prize:</b> The prize is 4 x adult tickets to the Peroni Suite in Rod Laver Arena on 24/01/25 (includes food and beverage).	1	AUD\$9,000.00	Daily Draw: computerised random selection - 22/01/25 at 09:00 am AEDT
<b>Day 11 Prize:</b> The prize is 2 x adult tickets to the Australian Open 2025 Women's Final on 25/01/25 at Rod Laver Arena.	1	AUD\$586.00	Daily Draw: computerised random selection - 23/01/25 at 09:00 am AEDT
<b>Day 12 Prize:</b> The prize is a \$650 Australian Open merch voucher. Redeemable at <a href="https://australianopenshop.com/">https://australianopenshop.com/</a> .	2	AUD\$650.00	Daily Draw: computerised random selection - 24/01/25 at 09:00 am AEDT
<b>Day 13 Prize:</b> The prize is a \$300 Young & Jacksons venue voucher.	1	AUD\$300.00	Daily Draw: computerised random selection - 25/01/25 at 09:00 am AEDT
<b>Day 14 Prize:</b> The prize is a \$300 Young & Jacksons venue voucher.	1	AUD\$300.00	Daily Draw: computerised random selection - 26/01/25 at 09:00 am AEDT
<b>Day 15 Prize:</b> The prize is a \$650 Australian Open merch voucher. Redeemable at <a href="https://australianopenshop.com/">https://australianopenshop.com/</a> .	2	AUD\$650.00	Daily Draw: computerised random selection - 27/01/25 at 09:00 am AEDT
Instant Win Prize: The prize is a \$10 Dan Murphy's eVoucher.	Up to 975 (64 per day – any unclaimed prizes	AUD\$10	Instant Win
The voucher is redeemable in-store from 09/01/25 to 02/04/25.	will roll over to the next day)		

# Prize Conditions:

### **Ticket Conditions**

- If the winner is unable or unwilling to attend the event associated with any of the prizes listed above at the designated time (each an "Event"), they will forfeit that prize and the Promoter is not obliged to substitute the prize.
- The Event ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any

winner and/or his/her 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 guest/s for the prize.
- The winner and his/her companion/s must be aged 18 years and older.

### **Vouchers**

Any ancillary costs associated with redeeming any eVoucher/voucher are not included. Any unused balance
of any eVoucher/voucher will not be awarded as cash. Redemption of any eVoucher/voucher is subject to any
terms and conditions of the issuer including those specified on the eVoucher/voucher.

## Winner notification:

The Instant Prize winners will be notified on screen upon entry form submission, subject to verification. Winners will be sent an email verifying their winner notification and will be provided with instructions on how to redeem their prize.

The Daily Draw winners will be contacted by email and phone by 11:00 am on the same day as the corresponding draw. Winners of Daily Draw prizes valued at over \$1,000 will be published at <a href="https://www.dansdays2025.com.au/winners">https://www.dansdays2025.com.au/winners</a> on the same day as the corresponding draw.

# Unclaimed Prizes:

Daily Draw winners will be required to claim their prize by 4:00 pm on the same day as the corresponding draw. In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the reserve winner 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 Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and 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"). 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 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. Daily Draws:

- a) There will be one (1) draw conducted for each day of the Promotional Period, for a total of 15 draws ("Daily Draws"). Subject to the starting time for the promotion, entries for each Daily Draw open at 12:00 am and close at 11:59 pm.
- b) The Daily Draws will take place daily at KollwitzOwen, Suite 8/799 Springvale Rd, Mulgrave VIC 3170, Australia at 09:00 am AEDT the day after entries close on that day, starting from 13/01/25 27/01/25 by computerised random selection. Non-winning entries in each Daily Draw will NOT be entered into any subsequent Daily Draws.
  - i) The first valid entry drawn in each Daily Draw for Days 1-11, 13 and 14 will win the corresponding Daily Draw Prize, as specified in the schedule above.
  - ii) The first two (2) entries drawn in each Daily Draw for Days 12 and 15 will win the corresponding Daily Draw Prizes, as specified in the schedule above.
- c) The Promoter may draw reserve winners in case of ineligible or invalid entries.
- d) The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

### 6. Instant Win:

- a) Winners will be notified immediately if they have won on screen upon entry form submission, subject to verification.
- b) Instant win game materials void if stolen, forged, mutilated or tampered with in any way.
- 7. All reasonable attempts will be made to contact each Daily Draw winner.
- 8. 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, or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- 9. 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.
- 10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
- 11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 17. 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 their 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. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
- 18. 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.
- 19. 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).
- 20. 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.
- 21. 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). In the event that 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.
- 22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that 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 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 wilful 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. 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.
- 25. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
- 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.