

Kirin Hyoketsu Trade Wide 4-Pack Cash Back Terms & Conditions ("Conditions of Claim")

Schedule							
Promotion:	Kirin Hyoketsu Trade Wide 4-Pack Cash Back						
Promoter:	Lion - Beer, Spirits & Wine Pty Ltd ABN 13008596370, Level 7, 68 York St, Sydney, NSW 2000, Australia. Ph: 1800 308 388 For any inquiries regarding this Promotion, please contact the Promoter via lionau-enquiries@lionco.com or on 1800 308 388.						
Promotional Period:	Start date: 25/03/24 at 09:00 am AEDT End date: 05/05/24 at 11:59 pm AEST, while cash back offer lasts (subject to weekly claim limits outlined below)						
Eligible claimants:	Claims are only open to Australian (excluding NT) residents who are 18 years and over.						
How to Claim:	To claim the cash back offer, the claimant must complete the following steps during the Promotional Period: a) purchase any Kirin Hyoketsu 4-Pack ('Participating Product'), to share, from any store within Australia (excluding NT) which sells the Participating Product ("Participating Venues"); and b) visit HyoketsuCashBack.com.au, 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 and full address), the retailer where the Participating Product was purchased, the exact Participating Product purchased (including flavour details), upload a scanned copy or photo of the receipt for the qualifying transaction and (optional) select the tick box to consent to receipt of marketing from the Promoter. Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction. Only the first 1500 valid claims received each week of the Promotional Period will be awarded the Cash Back Reward outlined below.						
Claims permitted:	Only one (1) eligible claim per person will be accepted. Limit one (1) claim per transaction.						
Total Cash Back Rewards Pool:	Up to AUD \$234,000.00						
<table><tr><th>Cash Back Reward Details</th><th>Number of Cash Back Rewards</th><th>Value (per Cash Back Reward)</th></tr><tr><td>If a claimant submits a valid claim, the cash back they receive is a refund of the price of the Participating Product purchased up to the maximum of \$26 (including GST). The exact amount refunded is based on the amount specified on the copy of the purchase receipt provided (rounded up where applicable). The cash back will be awarded in the form of a Digital Vault Pays-enabled Prepaid Mastercard® ('Cash Back Reward').</td><td>9000 (up to 1,500 awarded each week of the Promotional Period)</td><td>Up to AUD\$26.00</td></tr></table>		Cash Back Reward Details	Number of Cash Back Rewards	Value (per Cash Back Reward)	If a claimant submits a valid claim, the cash back they receive is a refund of the price of the Participating Product purchased up to the maximum of \$26 (including GST). The exact amount refunded is based on the amount specified on the copy of the purchase receipt provided (rounded up where applicable). The cash back will be awarded in the form of a Digital Vault Pays-enabled Prepaid Mastercard® ('Cash Back Reward').	9000 (up to 1,500 awarded each week of the Promotional Period)	Up to AUD\$26.00
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Cash Back Reward Conditions:	Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The digital Vault Pays-enabled Prepaid Mastercard is valid for 12 months from issue. At expiry of the Digital Vault 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 their 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 full terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated						

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming the cash back offer in the Promotion is deemed to be acceptance of these Conditions of Claim (and 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.
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 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 cash back offer. 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. If the Promoter invalidates a claim and forfeits the claimant's right to the cash back offer, the Promoter may require the cash back offer already awarded to be returned to the Promoter or a Participating Venue.
6. 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://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. The cash back is not exchangeable, redeemable for cash or transferable, unless otherwise specified in writing by the Promoter.
8. Each cash back offer 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. Personal information will be stored on the Promoter's database. The Promoter may, if the entrant selects the respective tick box on the online claim form, use this information 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://www.lionco.com/legal/privacy-policy>. 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, suppliers and service providers to assist in conducting this Promotion. If the claimant does not provide their personal information as requested, they may be ineligible to claim the cash back offer in the Promotion.
10. If the cash back offer is provided to the Promoter by a third party, the cash back offer is subject to the terms and conditions of the third party supplier. The terms and conditions which apply to the cash back offer 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 cash back offer, any delay or

failure relating to the cash back offer 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 entries, or suspend or modify the cash back offer, 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). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the cash back offer 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 the cash back offer. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim the cash back offer. 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. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or is otherwise involved in any conduct that involved manipulating, interfering or tampering with this Promotion or otherwise preventing the conduct of the Promotion as intended by the Promoter.
14. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion or claiming the cash back offer, the Promoter will resolve the dispute in direct consultation with the claimant. If the dispute cannot be resolved the Promoter's decision will be final.
15. 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 cash back offer or acceptance of the cash back offer.
16. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
17. Authorised under: NSW Authority No. TP/2606.