

Pepsi Woolworths Fresh Kicks Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Pepsi Woolworths Fresh Kicks Promotion
Promoter:	Asahi Beverages Pty Ltd, ABN 51 004 243 994, Level 19, 2 Southbank Boulevard, 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: 12:01 am AEDT on 21/10/26 End time/date: 11:59 pm AEDT on 01/12/26
Eligible entrants:	Entry is only open to Australian residents who are 18 years of age or over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: - purchase any Pepsi product (excluding Pepsi Soda Stream) from any Woolworths supermarket in Australia, Woolworths Metro in Australia or via Woolworths Online at www.woolworths.com.au (excluding MILKRUN and Everyday Market) ("Participating Venues"); and - visit www.winfreshkicks.com.au, follow the prompts to the Promotion entry page and fully complete and submit the online entry form with their personal details (as requested) and upload a scanned copy or photo of the receipt for the qualifying transaction. The winners will be notified on screen upon entry form submission, subject to verification and will receive an email confirmation. Proof of Purchase: The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying transaction. The entrant must fill out the online entry form for every entry.
Entries permitted:	Multiple entries permitted subject to the following: - maximum of one (1) entry permitted per qualifying transaction; - limit of one (1) entry permitted per person per day; - maximum of ten (10) entries permitted per person throughout the Promotional Period; and - each entry must be completed separately and in accordance with the entry instructions above.
Winner Determination:	<u>Instant Win:</u> Winning Moments A: - There will be eight hundred and ninety-nine (899) pre-determined 'winning moments' during the Promotional Period. The first valid entry received during a 'winning moment' will be declared a provisional instant prize winner, subject to verification. - If no valid entry is received during a 'winning moment', no prize will be awarded in respect of that 'winning moment'. Only the first entrant to submit a valid entry during a 'winning moment' will be eligible for the respective prize. In addition, if a prize is not won during a 'winning moment' then the prize is null and void and will not be rolled over to another 'winning moment' or awarded via an unclaimed prize draw. Winning Moments B: - There will be one hundred and one (101) pre-determined 'winning moments' during the Promotional Period. The first valid entry received on or after a pre-determined 'winning moment' will be declared a provisional instant prize winner, subject to verification. - Quality control errors will not invalidate an otherwise valid prize claim.

	- Unless otherwise due to fraud or ineligibility under these Conditions of Entry, all prize claims in excess of the advertised prize pool will be honoured. Any unclaimed instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw. - Instant win game materials void if stolen, forged, mutilated or tampered with in any way.		
Total Prize Pool:	AUD\$291,500.00		
Prize Description		Number of this prize	Value (per prize)
The prize is a pair of customisable Nike Court Vision Low sneakers, awarded as a Derivation Customs voucher.		1000 (899 for Winning Moments A; 101 for Winning Moments B)	AUD\$291.50
Further Prize Details:	Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified with the voucher.		
Winner notification:	The winners will be notified on screen upon entry form submission, subject to verification and published at https://cubpromos.com.au/winners within seven (7) days of being determined. Winners will also be sent an email verifying their winner notification and will be provided with instructions on how to redeem their prize.		
Unclaimed Prizes:	A second chance draw will be held for unclaimed instant win prizes. The unclaimed prize draw will take place at Asahi Beverages Pty Ltd, Level 19, 2 Southbank Boulevard, Southbank VIC 3006 at 12:00 pm AEDT on 11/01/27. The winners of the unclaimed prize draw will be contacted in writing and published at https://cubpromos.com.au/winners by 18/01/27. The draw conductor may select additional reserve entries in case an invalid entry or entrant is drawn. For the sake of clarity, any unwon prizes (via Winning Moments A) will not be entered into the unclaimed prize draw. If there are no prize winners or winners for this Promotion cannot be found, this information will be published at https://cubpromos.com.au/winners .		

- 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.
- 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.
- Valid and eligible entries will be accepted during the Promotional Period.
- 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 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.
- 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.
- 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. Entrants must keep their proof of purchase specified in the 'How to Enter' section for each entry as proof of purchase ("**Proof of Purchase**"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. 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 entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
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, subject to any written directions of a regulatory authority.
10. 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.
11. 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.
12. Entrants' personal information will be collected by the Promoter and/or by CUB Pty Ltd ABN 76 004 056 106, Level 19, 2 Southbank Boulevard, 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. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
14. 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.
15. 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).
16. 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.

17. 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. 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.
18. 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.
19. 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).
20. The winners 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.
21. 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.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
23. Authorised under: ACT Permit No. TP XXXX, NSW Authority No. TP/XXXX and SA Permit No. XXXX.