

## Lavazza Win a Free Month of Coffee Promotion

### Terms and Conditions

<b>Promoter</b>	Lavazza Australia Pty Ltd (ABN 94 605 275 107), 117 Church St, Hawthorn, VIC 3122.
<b>Promotion Period</b>	21/09/2020 to 20/09/2021.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this promotion including Lavazza and Compass Group.
<b>Where will the promotion run?</b>	The promotion will run in participating Compass Group cafes which are displaying promotional material ( <b>Cafes</b> ) in VIC, NSW, WA, QLD, SA, TAS and ACT. Cafes will run the promotion between the dates nominated and advertised by each Cafe ( <b>Advertised Promotion Period</b> ).
<b>Qualifying Purchase</b>	Any Lavazza coffee from a participating Cafe. For the avoidance of doubt, five (5) Qualifying Purchases need to be made to submit one (1) entry, in line with 'Entry Instructions' below.
<b>Entry instructions</b>	To enter, you must, during the Advertised Promotion Period: (a) make a Qualifying Purchase from a Cafe in order to receive a Golden Bean loyalty card (subject to stocks remaining) and your first stamp; (b) make further Qualifying Purchases from a Cafe and receive a stamp for each Qualifying Purchase to complete the 5 stamps on the Golden Bean loyalty card; (c) fully complete the entry form section on the reverse of the completed Golden Bean loyalty card; and (d) place your completed Golden Bean loyalty card in the entry box at that Cafe. <b>Bonus Gift</b> You will receive one (1) free Lavazza coffee (size of your choice) per completed Golden Bean loyalty card, valued at up to \$4.50.
<b>How many winners will there be and how will they be chosen?</b>	There will be 1 winner determined in respect of each Cafe in this promotion. A draw will be held at each Cafe on the date advertised by the Cafe (no later than 07/09/2021). The first valid entry drawn randomly from the entries received during the Advertised Promotion Period in the relevant Cafe will win the prize. 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 ( <b>Reserve Entrants</b> ).
<b>What can I win?</b>	There is 1 prize available per Café. The prize is 'a month free of coffee' limited to 1 free 8oz Lavazza coffee per day (up to 30 days) from the relevant Cafe, valued at up to \$120. The 30 days will commence from the date the first free coffee is redeemed. Any remaining coffees after 30 days will be forfeited from the prize pool. The prize will be awarded as a winning card in a Golden Bean lanyard. The Golden Bean lanyard must be worn each time a free Lavazza coffee is redeemed within the relevant 30 day period. If you win, you must collect the prize from the relevant Cafe.
<b>Total prize pool</b>	The total prize pool per Café is up to \$120.

<b>How many times can I enter?</b>	You can make multiple Qualifying Purchases per day, provided you only receive one (1) stamp per Qualifying Purchase. Each entry (consisting of five (5) Qualifying Purchase stamps) must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner be informed?</b>	The winner will be notified: <ul style="list-style-type: none"> <li>• by phone,</li> </ul> within two days of determination.
<b>Collection and use of your personal information</b>	The Promoter will use your personal information to conduct and manage the promotion. The Promoter will not utilize your personal information for any other purpose and all personal information will be destroyed after the promotion has been conducted.
<b>Unclaimed prize/s</b>	<b>Prize claim date:</b> Within 3 months of the Café's draw date. <b>Unclaimed prize determination:</b> At the time and date advertised by the Café to take place at the Café (no later than 07/12/2021). If a 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 winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant 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 the prize. Any winner will be informed: <ul style="list-style-type: none"> <li>• by phone,</li> </ul> within two days of determination.

- 1 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

- 2 Your entry must be received during the Advertised Promotion Period and will be deemed to be received only when received by the Promoter. Where relevant, entry forms from any other promotion cannot be used for this promotion, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). If you enter using multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

- 3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity periods.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

#### General

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 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 (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.
- 7 You must not:
  - (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
  - (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 promotion;
  - (e) breach any law; or

(f) behave in a way that is otherwise inappropriate.

- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 If any dispute arises between you and the Promoter concerning the conduct of this promotion 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 promotion is final.
- 10 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. 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. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 11 If this promotion 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, the Promoter may end, change, suspend or cancel the promotion or disqualify affected entries/entrants.
- 12 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 promotion 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.

### **Liability**

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Promotion and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this promotion 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 promotion 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).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 16 This promotion 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.
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