

## Lavazza Espresso Barista Coles Promotion

### Terms and Conditions

<b>Promoter</b>	Lavazza Australia Pty Limited (ABN 94 605 275 107), 117 Church Street, Hawthorn VIC 3122.
<b>Competition Period</b>	12.01am (AEST) on 01/09/2021 to 11.59pm (AEDT) on 05/10/2021.
<b>Who can enter?</b>	Only Australian residents.  If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.
<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 competition.
<b>Where will the competition run?</b>	The competition will run in participating Coles supermarket stores (excluding Coles Express) which are displaying promotional material ( <b>Stores</b> ) in Australia.  The Stores include the online store at <a href="http://www.coles.com.au">www.coles.com.au</a>
<b>Website</b>	<a href="http://www.lavazzaespresso.com.au/coles">www.lavazzaespresso.com.au/coles</a>
<b>Qualifying Purchase</b>	Any Lavazza Espresso Barista (Intenso, Gran Crema or Perfetto) 1KG Bean product/s.
<b>Entry instructions</b>	To enter, you must, during the Competition Period:  (a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt;  (b) either scan the QR code located on promotional material in Store (if available) or visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt, and providing all other requested information to see if you have provisionally won an instant win prize and to be entered into the major prize draw.  Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
<b>How are instant win prizes awarded?</b>	There are up to 5,000 instant win prizes to be awarded based on pre-determined winning moments during the Competition Period (each a <b>Winning Moment</b> ) selected by a computerised random system at Blackhawk Network, Level 1, 534 Church Street, Cremorne Vic 3121 ( <b>Blackhawk Network</b> ).  The first valid entry received during a Winning Moment, will be the provisional winner. If no valid entry is received during that Winning Moment, the prize will be forfeited.  You will get a return online message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your prize.
<b>How many major prize winners will there be and how will they be chosen?</b>	There will be 20 major prize winners determined in respect of this competition.  There will be 1 major prize draw conducted.  The major prize draw will be held at 12pm (AEDT) on 06/10/2021 at Blackhawk Network.  The first 20 valid entries drawn randomly from the entries received during the Competition Period (including instant win prize winning entries) will each win a major 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>	<p>There are up to 5,020 prizes available – up to 5,000 instant win prizes and 20 major prizes.</p> <p><b>Instant win prizes</b></p> <p>Each instant win prize is a \$20 Coles e-Gift card sent to the winner by email (as specified on their entry form). Coles e-Gift card is subject to conditions of use as specified by Coles.</p> <p><b>Major prizes</b></p> <p>Each major prize is a SMEG Breakfast Collection Package valued at \$1,446, which includes:</p> <ul style="list-style-type: none"> <li>• a Lavazza A Modo Mio SMEG capsule coffee machine;</li> <li>• a SMEG 50s style espresso coffee machine;</li> <li>• a 1.7L SMEG 50s style kettle; and</li> <li>• a SMEG 50s style 2-slot toaster.</li> </ul> <p>There is a limit of three (3) instant win prizes per person and one (1) major prize per person (except for SA residents).</p>
<b>Total prize pool</b>	<p>The instant win prize pool is up to \$100,000.</p> <p>The major prize pool is \$28,920.</p> <p>The total prize pool is up to \$128,920.</p>
<b>How many times can I enter?</b>	You can enter up to 3 times per day, provided you only enter once per Qualifying Purchase and per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	<p>Instant prize winners will be notified by email. The major prize winners will be notified by phone and email within two days of determination.</p> <p>The major prize winners will have their name and state/territory of residence published on the Website on 11/10/2021 for a period of 28 days.</p>
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>• Copy and/or original itemised purchase receipt(s).</li> </ul> <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>Proof of purchase must be identical to that provided by you with your entry.</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>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEDT) 06/01/2022.</p> <p><b>Instant win prizes</b></p> <p>There will be no unclaimed instant win prizes. Instant win prizes will be automatically awarded to winners via email (post validation of their receipt) to the email address specified on their entry. It is an entrant's responsibility to ensure that they enter their email address correctly. If they fail to enter their email address correctly, the prize will be forfeited.</p> <p><b>Unclaimed major prize determination:</b> 12pm (AEDT) on 07/01/2022 at the same location as the original major prize draw.</p> <p>If a major prize has not been accepted or claimed by the major prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a major prize winner (or a major prize winner does not contact the Promoter) by the major prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the major 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 major prize/s. Any winner/s in this draw will be informed by phone and email within two days of determination, and will have</p>

	<p>their name and state/territory of residence published on the Website on 11/01/2022 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on the Website on 31/01/2022.</p>
<b>Collection and use of your personal information</b>	<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 the Promoter's agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="https://blackhawknetwork.com.au/privacy-policy/">https://blackhawknetwork.com.au/privacy-policy/</a>. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data or to hold and use for fraud prevention purposes. This may include disclosures to organisations outside Australia including in places such as Italy.</p> <p>If you have marked the "opt-in" box on the entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging.</p> <p>The Promoter's Privacy Policy (see <a href="https://www.lavazza.com.au/en_AU/about-us/company/privacy-policy.html">https://www.lavazza.com.au/en_AU/about-us/company/privacy-policy.html</a>) 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>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Permit numbers</b>	<p>Authorised under:</p> <p>ACT Permit No. TP21/01057</p> <p>SA Licence No. T21/959</p> <p>NSW Authority No. TP/01156</p>

- 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 Competition Period and will be deemed to be received only when received by the Promoter. 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 online entry is available, you will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. 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.

#### Prizes

- 3 Prizes 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, as relevant validity period/s.
- 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 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.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 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 competition is final.
- 10 Prizes cannot be transferred or exchanged nor 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, subject to any necessary approval by the state/territory gaming authorities.
- 11 If publication will take place, by entering, you request that your full address not be published.
- 12 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid instant win prize claim. Every instant win prize claim in excess of the advertised instant win prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 13 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, 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.
- 14 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.

## **Liability**

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 16 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).
- 17 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 prize/s including for delays due to Covid-19 related issues (for example, manufacturing/shipping delays, government restrictions, border closures), or for any damage that occurs to displayed prize/s (where relevant). If prize availability is delayed due to Covid-19 related issues, the Promoter will keep the prize winner/s informed as to when they can expect to receive the prize. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 18 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.