

## AUSTRALIA'S OWN DE'LONGHI COFFEE MACHINE PROMOTION TERMS & CONDITIONS

<b>Promotion</b>	Australia's Own De'Longhi Coffee Machine Promotion
<b>SA Licence Number</b>	T20/1272
<b>Promoter</b>	Freedom Foods Group Operations Pty Ltd (ABN 99 089 982 392) of 80 Box Road, Taren Point NSW 2229
<b>Promotion Type</b>	Game of chance
<b>Promotion Period</b>	09.00 AEDT on 1 November 2020 to 11.59pm AEDT on 27 December 2020 The Promotional Period is subject to change at the Promoter's discretion and all changes will be notified on the Promoter's website: <a href="https://australiasownfoods.com.au/">https://australiasownfoods.com.au/</a>
<b>Participating Stores</b>	Woolworths stores in Australia stocking the Participating Products.
<b>Entry Restrictions</b>	<p>The Promotion is only open to residents of Australia aged 18 and over. Management and employees of the Promoter or the prize supplier (De'Longhi), their associated companies/subsidiaries, retailers and agencies associated with this Promotion are ineligible to enter.</p> <p>"Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>The Promoter is responsible for determining whether a person is eligible to enter in its absolute discretion.</p>
<b>How to Participate</b>	<p>To participate in the Promotion entrants must, between 1 November 2020 and 27 December 2020:</p> <ol style="list-style-type: none"><li>1. Purchase any Australia's Own Barista Product (Almond or Macadamia 1L) within the participating dates from any Woolworths store (in-store or online);</li><li>2. Visit <a href="https://australiasownfoods.com.au/">https://australiasownfoods.com.au/</a> and complete the online form, including, but not limited to providing:<ul style="list-style-type: none"><li>• first name and surname;</li><li>• valid email address;</li><li>• phone number;</li><li>• postal address; and</li></ul></li><li>3. Upload your receipt, receipt number &amp; purchase date as proof of purchase of the Participating Product from a Participating Store.</li></ol> <p>Upon submitting an entry, the entrant will see a confirmation message on screen, confirming their entry has been successful.</p> <p>It is the responsibility of the entrant to provide the required information.</p>
<b>Multiple Entries</b>	<p>Entrants can enter as many times as they like, as long as each entry meets these terms and conditions. However, entrants can only win one prize.</p> <p>Entrants can only submit one entry each day. Each Participating Product purchased gives entrants a chance to enter. If multiple Participating Products are purchased on the same receipt, that receipt may be used to enter multiple times. For example, if entrants purchase 2 Participating Products on the same receipt, then that receipt may be used for 2 entries.</p>
<b>Participating Products</b>	Australia's Own Barista Almond or Macadamia 1L products only.
<b>Draws and Winner Notification</b>	<p>This promotion is a game of chance. Skill plays no part in determining the winners. The Promoter will randomly draw the prize winners using an electronic prize draw system from the Promoters head office in Sydney, Australia at 4pm.</p> <p>Draws will occur on the following dates:</p> <ul style="list-style-type: none"><li>• 7 November 2020</li><li>• 14 November 2020</li><li>• 21 November 2020</li><li>• 28 November 2020</li><li>• 5 December 2020</li><li>• 12 December 2020</li><li>• 19 December 2020</li><li>• 28 December 2020</li></ul> <p>The winners will be notified via email.</p>
<b>Prize</b>	<p>There are 8 Prizes to be won. Each draw will win one De'Longhi La Specialista Maestro Coffee Machine valued at AU\$1,999 RRP and 1kg of De'Longhi Signature Blend Coffee Beans valued at AU\$24.95 RRP.</p> <p>The total prize pool is AU\$16,191.60.</p>

## GENERAL TERMS & CONDITIONS

1. The details above and the following clauses collectively form the terms and conditions of the Promotion (**Terms and Conditions**).
2. All dollar values are in Australian Dollar Currency.
3. Each entrant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
5. The Promotion is not valid in conjunction with any other offer.
6. The Promotion may be extended at the Promoter's absolute discretion.
7. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
8. The Promoter reserves the right to reclaim a prize from an entrant if the Participating Product corresponding to the successful entry is returned after the entry has been processed and the prize has been fulfilled. This clause does not limit or affect the entrant's rights with regards to warranties on the Participating Product.
9. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility or breach of these Terms and Conditions after the Promoter has awarded a prize to the ineligible person. Payment of the prize value to the Promoter may be required by the Promoter if this occurs.
10. Incomplete, indecipherable or illegible entries will be deemed invalid. Entrants are responsible for ensuring their correct personal information and contact email address are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an entrant fail to receive their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
11. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the entrant.
12. The Promoter does not warrant that the entry mechanism will be available, or the Participating Stores will be open or all Participating Products will be available at all times during the Promotion.
13. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entry manually using an internet browser.
14. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
  - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the prize supplier, another entrant or potential entrant of, or anyone else associated with, this Promotion;
  - (b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
  - (c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
15. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including, without limitation, an entrant's identity, age and place of residence). Errors and omissions may be accepted or rejected at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
16. Entries must not contain any material which is, in the opinion of the Promoter, offensive, defamatory, inappropriate, obscene, unsuitable, infringing content, rude or otherwise objectionable. The Promoter reserves the right, in its sole discretion, to reject any entries which do not comply with these Terms and Conditions and will not provide any notification nor reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win.
17. Entrants must retain their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for an entry when requested may, in the absolute discretion of the Promoter, result in invalidation of that entry and forfeiture of any right to a prize.
18. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
19. The Promoter will email winners to advise them of their win, ask for acceptance of the prize and confirm their postal address (**Win Notification**).
20. If a winner:
  - (a) fails to respond to the Promoter within 5 days of the Win Notification;
  - (b) does not provided a valid address;
  - (c) does not provide complete details; or
  - (d) for any other reason, is determined to be ineligible by the Promoter,then the Promoter will reclaim the prize.
21. It is a condition of accepting the prize that the entrant must comply with all the conditions of use of the prize and prize supplier's

requirements. The entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion. The prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the prize as stated.

22. The Promoter may communicate or advertise this Promotion via social medial platforms (**Platforms**) including, without limitation, Facebook and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Promoter and not to the Platforms. Each entrant completely releases the Platforms from any and all liability.
23. The prize is subject to availability, not transferable and not exchangeable for cash.
24. If a prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority.
25. Entrants are advised that tax implications may arise from accepting the Prize and they should seek independent financial advice prior to acceptance of that Prize.
26. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
27. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
  - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - (b) any theft, unauthorised access or third party interference;
  - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) any variation in prize value to that stated in these Terms and Conditions;
  - (e) any tax liability/implications incurred by an entrant; or
  - (f) use of a Prize.
28. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
29. In participating in the Promotion and accepting the Prize, each winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (**Material**). Each winner agrees to granting the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such Material in all media worldwide, including, without limitation, online social networking sites, and the winner will not be entitled to any fee for such use. Winners will be published on the Promotor's website: [www.australiasownfoods.com.au](http://www.australiasownfoods.com.au) and on its various social media accounts.

#### **DELIVERY**

30. Winners should receive their Prize within 30 days from the end of the Promotional Period.
31. The Promoter will make reasonable efforts to deliver Prizes to the addresses provided by winners. The Promoter highly recommends a current residential street address be provided for ease of correspondence and delivery. The Promoter cannot guarantee that any Prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to winners.
32. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes that are damaged, stolen, misdirected or lost in transit.

#### **PERSONAL INFORMATION**

33. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and address'. All information entrants provide will be used by the Promoter for the purpose of administering this Promotion and awarding the prizes. The Promoter may disclose entrants' personal information to the prize supplier as well as the Promotor's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.
34. The Promoter will otherwise handle entrants' personal information in accordance with its Privacy Policy which can be accessed at <https://ffgl.com.au/wp-content/uploads/2020/03/20200212-FFGL-Privacy-Policy-2020-final.pdf>
35. Entrants may request access or to update your personal information or lodge a complaint to the Promotor's Privacy Officer by sending an email to [privacyofficer@ffgl.com.au](mailto:privacyofficer@ffgl.com.au)

#### **REDRAW**

36. If the Promoter reclaims a prize (**Reclaimed Prize**) from a winner (**Reclaimed Winner**) in accordance with clauses 8 or 20, then the Promoter will undertake another draw (**Redraw**) for the Reclaimed Prize from the existing bank of entries.
37. The Redraw (if required) will occur on 4 January 2021 using an electronic prize draw system from the Promoters head office in Sydney, Australia. Redraws are subject to the same the same terms and condition contained hereunder.