

**MOCCONA BARISTA RESERVE “LOVE US AND THE NEXT ONE IS ON US”
PROMOTION (“Promotion”)**

TERMS AND CONDITIONS

1. Instructions on how to claim the Reward form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this Promotion are ineligible to claim any Reward under this Promotion. Immediate family 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.
4. Offer commences on 9:00am AEST on 21/09/2022 and ends at 11:59pm AEDST on 15/11/2022 (“**Offer Period**”).
5. The offer will run in all supermarket stores within Australia where Participating Products are sold in-store and online (“**Participating Retailers**”). For clarity, online purchases will be deemed acceptable where a Participating Retailer has an official online store.
6. To be eligible to claim a Reward, individuals must purchase a participating Moccona product from a Participating Retailer during the Offer Period (“**Qualifying Purchase**”).

The Participating Products are as follows:

Moccona Barista Reserve Blonde Roast 95g
Moccona Barista Reserve Crema Roast 95g
Moccona Barista Reserve Café Black Roast 95g
Moccona Barista Reserve Coffee Capsules Cappuccino 10Pk
Moccona Barista Reserve Coffee Capsules Flat White 10Pk
Moccona Barista Reserve Coffee Capsules Latte 10Pk
Moccona Barista Reserve Coffee Capsules Long Black 10Pk
Moccona Barista Reserve Dark Roast Coffee Beans 1kg
Moccona Barista Reserve Medium Roast Coffee Beans 1kg

7. To claim the Reward, claimants must then complete the following steps during the Offer Period:

- Visit the promotional claim site at moccona.com.au/baristaquality;
 - Provide contact details including full name, valid email address and a mobile number for the purposes of being sent a unique verification code and enter the unique verification code once received;
 - Enter the purchase details (retailer, Participating Product purchased and purchase price);
 - Upload an eligible purchase receipt when prompted;
 - Input the remaining requested details then rate the Participating Product purchased (1-5) and tell us why Moccona Barista Reserve is the coffee for you; and then
 - Submit the fully completed claim form.
8. Upon submitting a valid claim form, claimants will be sent an email to confirm that their provisional claim has been received. Once validated, claimants will receive a Digital Prepaid Mastercard® (“Reward”) within 10 business days. Rewards will be loaded with the value of the original purchase price paid by the claimant for the Participating Product as indicated on their purchase receipt. Rewards are subject to the relevant supplier’s conditions, including the following conditions which apply to the Digital Prepaid Mastercard (“**Digital Card**”):
- The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd.
 - T&CS apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
 - Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>. The Digital Prepaid Mastercard requires activation within 30 days from the date of issue.
 - Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.
9. As the Reward is provided to the Promoter by a third party, the Reward is subject to the terms and conditions of the third-party prize supplier and the provision of the Reward is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the Reward at the time it is issued to the claimant will prevail over these Terms and Conditions, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Reward, any delay or failure relating to the

Reward itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.

10. An eligible purchase receipt must only be used for a maximum of one (1) claim and must clearly specify:
 - the Participating Product purchased
 - the price of the Participating Product purchased
 - the Participating Retailer for the purchase
 - the purchase date and time
 - the receipt number; and
 - that payment for the Participating Product purchased has been received in full.
11. If the purchase receipt is missing any of the above information, or is illegible or indecipherable, it will render the claim invalid. If a claimant uses the same purchase receipt to submit multiple claims, the Promoter will render all claims submitted by that claimant, using that one receipt, invalid.
12. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's 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.
13. Incomplete, indecipherable or illegible claims will be deemed invalid.
14. Only one (1) claim is permitted per person during the Offer Period.
15. Claimants must retain their original purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim and forfeiture of any right to a Reward. Purchase receipt must clearly specify the Participating Retailer and that the purchase was made during the Offer Period and prior to the claim.
16. 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.
17. The Promoter's decision is final and no correspondence will be entered into.
18. If for any reason a claimant does not redeem a Reward by the time stipulated by the Promoter, then the Reward will be forfeited.

19. If the Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward (or that part of the reward) with a reward to the equal value and/or specification.
20. Rewards, or any unused portion of a Reward, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the offer website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 claim 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Reward.

26. 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.
27. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically where consent by the entrant has been obtained. The Promoter's Privacy Policy at <https://www.moccona.com.au/privacy-policy> contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of any privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. 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 Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy.
28. The Promoter is Jacobs Douwe Egberts AU Pty Ltd (ABN 82 051 278 409) of Level 1/80 Pacific Highway, North Sydney NSW 2060.