# "MOCCONA CONSUMER PROMOTION: WIN 1 OF 25 \$100 DIGITAL PREPAID MASTERCARD® WEEKLY"

## **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is open to all Australian residents aged 18 years and over.
- 3. Employees (and their immediate families) of the Promoter, Participating Retailers (defined below) and agencies associated with this promotion are ineligible to enter. 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. Entries into the promotion open on 01/03/23 and close at 11:59pm on 28/03/23 AEDST ("Promotional Period").
- 5. A "Participating Retailer" is any Australian Woolworths supermarket, Woolworths Metro (excluding Ampol Woolworths MetroGo) or via Woolworths Online accessible at <a href="https://www.woolworths.com.au">www.woolworths.com.au</a> that stocks the Participating Products and displays material relating to the promotion during the Promotional Period. For clarity, both physical store and online purchases will be deemed acceptable.
- 6. To be eligible to enter, individuals must purchase any participating Moccona product from a Participating Retailer during the Promotional Period ("Qualifying Transaction").

The Participating Products are as follows:

#### **INSTANTS**

Moccona Freeze Dried Instant Coffee Classic Medium Roast 400g

Moccona Freeze Dried Instant Coffee Classic Dark Roast 400g

Moccona Freeze Dried Instant Coffee Espresso 400g

Moccona Freeze Dried Instant Coffee Classic Medium Roast 200g

Moccona Freeze Dried Instant Coffee French Style 200g

Moccona Freeze Dried Instant Coffee Espresso Style 200g

Moccona Freeze Dried Instant Coffee Classic Dark Roast 200g

Moccona Freeze Dried Instant Coffee Indulgence 200g

Moccona Freeze Dried Instant Coffee Mocha Kenya Style 200g

Moccona Freeze Dried Instant Coffee Rich 200g

Moccona Dark & Intense Dried Coffee 200g

Moccona Ristretto 200g

Moccona Freeze Dried Instant Coffee Caramel 95g

Moccona Freeze Dried Instant Coffee Hazelnut 95g

Moccona Freeze Dried Instant Coffee Indulgence 100g

Moccona Freeze Dried Instant Coffee Classic Dark Roast 100g

Moccona Freeze Dried Instant Coffee Classic Medium Roast 100g

Moccona Freeze Dried Instant Coffee Classic Decaffeinated 100g

Moccona Freeze Dried Instant Coffee Classic Medium Roast 50g

## **SACHETS**

Moccona Coffee Sachets Strong Cappuccino 30 Pack

Moccona Coffee Sachets Latte 30 Pack

Moccona Coffee Sachets Cappuccino 30 Pack

Moccona Coffee Sachets Cappuccino 10 Pack

Moccona Coffee Sachets Strong Cappuccino 10 Pack

Moccona Double Shot Latte Coffee Sachets 10 Pack

Moccona Coffee Sachets Caramel Latte 10 Pack

Moccona Coffee Sachets Vanilla Latte 10 Pack

Moccona Coffee Sachets Latte 10 Pack

Moccona Coffee Sachets Sweet Cappuccino 10 Pack

Moccona Coffee Sachets Skim Cappuccino 10 Pack

Moccona Plant Based Coffee Sachets Almond Latte 8 Pack

Moccona Plant Based Coffee Sachets Soy Vanilla Latte 8 Pack

Moccona Plant Based Coffee Sachets Soy Cappuccino 8 Pack

Moccona Cadbury Mocha Sachets 8 Pack

Moccona Cadbury Hazelnut Mocha Sachets 8 Pack

Moccona Cadbury Caramel Mocha Sachets 8 Pack

# **CAPSULES**

Moccona Barista Reserve Coffee Capsules Cappuccino 10 10 Pack Moccona Barista Reserve Coffee Capsules Latte 12 10 Pack Moccona Barista Reserve Coffee Capsules Long Black 8 10 Pack Moccona Barista Reserve Flat White Capsules 10 Pack

- 7. To enter, individuals must complete the following steps during the Promotional Period:
  - 1. visit <u>Moccona.com.au/win</u>ashare, follow the prompts to the promotion entry page;
  - 2. 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.
  - 3. Lastly, the individuals must upload a photo of their purchase receipt for the Qualifying Transaction.
- 8. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. All purchase receipt(s) must clearly identify the outlet of purchase (which must be a Participating Retailer), the product purchased (which must be a Participating Product) and the date of purchase (which must be during the Promotional Period and prior to the online entry).
- 9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Participating Products purchased in that transaction in excess of 1); and (b) each entry must be submitted separately and in accordance with entry requirements.
- 10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant'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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the competition. 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.

- 11. Incomplete or indecipherable entries will be deemed invalid.
- 12. If there is a dispute about the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the entrant's identity.
- 13. There will be four (4) draws conducted for this promotion ("Weekly Draws"). Subject to the starting and closing time of the Promotional Period, entries into each Weekly Draw will close at 11.59pm AEDST on the dates specified in the table below. Each Weekly Draw will take place at KollwitzOwen, Suite 8, 799 Springvale Road, Mulgrave VIC 3170 at 11:00am AEDST, with the first Weekly Draw taking place on 09/03/23 and the last Weekly Draw taking place on 30/03/23. Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draws. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified by telephone and email within seven (7) business days and their name will be published online at https://www.moccona.com.au/promotion-winners/on the date specified in the table below.

Draw	Entries close	Draw date	Publication date	Winners Drawn
1	07/03/23	09/03/23	13/03/23	25
2	14/03/23	16/03/23	20/03/23	25
3	21/03/23	23/03/23	27/03/23	25
4	28/03/23	30/03/23	03/04/23	25

- 14. The Promoter's decision is final and no correspondence will be entered into.
- 15. The first twenty-five (25) valid entries drawn in each draw will each win one (1) AU\$100 Digital Prepaid Mastercard® ("Prize"). Each Prize will be delivered within ten (10) business days. Prizes are subject to the relevant supplier's conditions, including the following conditions which apply to the Digital Prepaid Mastercard:
  - 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 <a href="https://thecardnetwork.com.au/pages/terms-conditions">https://thecardnetwork.com.au/pages/terms-conditions</a>.
  - 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.

- 16. As the 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 and the provision of the Prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the Prize 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 Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.
- 17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited.
- 18. Total prize pool value is AU\$10,000.
- 19. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise advised.
- 20. A draw for any unclaimed prizes may take place on the 05/05/23 at the same time and place as the original draws, subject to any directions from a regulatory authority. The winners will be notified by telephone and email within seven (7) business days and their name will be published online at <a href="https://www.moccona.com.au/promotion-winners/">https://www.moccona.com.au/promotion-winners/</a> from 12/05/23.
- 21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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 competition 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the competition, as appropriate.
- 23. 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 competition.
- 24. 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 entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

25. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle set out in its Privacy Policy, which can https://www.moccona.com.au/privacy-policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

The Promoter is Jacobs Douwe Egberts AU Pty Ltd (ABN 82 051 278 409) of Level 1/80 Pacific Highway, North Sydney NSW 2060.

ACT Permit No. TP23/00154. SA Permit No. T23/116.