



TERMS AND CONDITIONS OF COMPETITION TO 'FREE COFFEE FOR A YEAR'

By swiping an eSipper Loyalty Card at any Gloria Jean's Coffee store during the Promotion Period for the Gloria Jean's Coffee 'FREE COFFEE FOR A YEAR' competition, you are agreeing to the following terms and conditions ('**Terms and Conditions**')

1. Definitions

- Entrant* means all Australian residents aged eighteen (18) and over who are not Excluded Persons who swipe their e-Sipper Loyalty Card during the Promotion Period in accordance with the Terms and Conditions.
- eSipper Loyalty Card* means the promotional cards provided to customers of Gloria Jean's Coffee as part of the eSipper Loyalty Club.
- eSipper Loyalty Club* means the Gloria Jeans Coffee loyalty program available to persons when they register at <https://loyalty.gloriajeanscoffees.com> or in store.
- Excluded Persons* means any BP stores affiliated with Gloria Jean's, employee, agent, officer and/or related body corporate of the Promoter, including any immediately family member (being any parent, child or sibling, or other relative however related by blood or otherwise) of such persons as determined by the Promoter in its absolute discretion.
- Prize* means the chance to be one (1) of one hundred (100) Winners who win 'FREE COFFEE FOR A YEAR' from any participating Gloria Jean's Coffee store. The total Prize value is \$38,325.00 divided between the one hundred (100) Winners, with the individual Prize value being \$383.25 over 365 days, calculated at \$1.05 per day. Winners will have the Prize pre-loaded onto an eSipper Loyalty Card. Winners are limited to one (1) regular sized classic hot coffee, hot tea or hot chocolate per day. The Promoter is not required to honor any missed day in the 365 day period and missed redemptions will be lost.
- Promoter* means RFGA Management Pty Ltd ACN 071 765 609, 11 Hoyle Avenue, Castle Hill, NSW 2154.
- Promotion Period* means 00:01am (AEST) on 22 May 2017 to 11:59pm (AEST) on 10 July 2017.
- Winners* means the persons selected by the Promoter to receive the Prize, the number of which must not amount to more than one hundred (100) persons.

2. Competition

- 2.1. To enter the competition, the Entrant must swipe their eSipper Loyalty Card following the purchase of any coffee product at any participating Gloria Jean's Coffee store during the Promotion Period.

- 2.2. On or about 18 July 2017, the Promoter will select the one hundred (100) Entrant(s) as Winners of the Prize. The Winners will be determined by the Promoter using random coding in an excel spreadsheet based on data collected from Entrants eSipper Loyalty Cards, or as otherwise determined by the Promoter in its absolute discretion.
- 2.3. The Promoter's decision is final and no correspondence will be entered into. The Prize will only be awarded once the Promoter has validated and/or verified the Winners eligibility as required in the Promoter's absolute discretion.
- 2.4. For the sake of clarity, the competition is a game of chance.
- 2.5. After 18 July 2017, the Promoter will contact the Winners via their eSipper Loyalty Club contact details and will confirm the Winners full name, age and address details to verify the Entrant(s) eligibility to enter the competition and to facilitate delivery of the Prize to each winning Entrant(s). The winners will also be announced on www.gloriajeanscoffees.com/About/Winfreecoffeeoforayear.aspx
- 2.6. If the Promoter has made three (3) separate attempts in three (3) months to contact the Winner(s) and the Winner(s) has failed to respond to the Promoter, the Promoter may select another Winner(s) in its absolute discretion.

3. General Disclaimers:

- 3.1. The Promoter reserves the right, at any time, to verify the validity of Prize claims and Entrants (including an Entrant's identity, age and place of residence) by making reasonable enquiries and disqualify any Entrant(s) who submit a Prize claim that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion.
- 3.2. If there is a dispute as to the identity of an Entrant(s), the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant(s). If the Winner(s) cannot be identified or otherwise contacted by the Promoter, the Promoter reserves the right to select another Entrant as the Winner.
- 3.3. If the Promoter suffers any loss or damage in connection with the breach of any of the Terms and Conditions, the Entrant agrees to indemnify the Promoter for such loss and damage and any costs associated with this and the Promoter reserves the right to recover any applicable damages or compensation.
- 3.4. The Prize may not be transferred or exchanged and cannot be redeemed as a cash prize.
- 3.5. Any personal information collected from the Winner(s) is subject to the Promoter's privacy policy (located at <http://www.gloriajeanscoffees.com.au/Support/PrivacyPolicy.aspx>) and will not be disclosed and/or sold to any third party or used for any other purpose unless expressly stated by the Promoter.
- 3.6. Any ancillary costs or additional costs associated with redeeming the Prize, except for the cost of delivery, are not included in the Prize and the Winner(s) must pay any such costs.
- 3.7. If for any reason the advertised Prize is unavailable, the Promoter reserves the right to substitute the Prize with a prize of equal value to the original prize and such value may be determined by the Promoter in its absolute discretion.
- 3.8. Each swipe of an eSipper Loyalty Card will be taken to be one (1) entry in the competition and there is no limit on the number of times each Entrant may enter the competition.

- 3.9. The Winner(s) is responsible for any taxation liability (including any GST) or other government charges or reporting requirements arising from their participation in the competition or receipt of the Prize (if any). If participation in the competition or receipt of the Prize involves a taxable supply being made, then the Entrant(s) must pay any amount charged by the entity making the supply in respect of its GST liability on the supply. The Promoter does not offer any advice or accept any responsibility with respect to these matters.
- 3.10. The information any Entrant(s) provides will only be used for the purposes outlined in the Terms and Conditions. Any questions, comments or complaints about this competition must be directed to the Promoter.
- 3.11. All Entrant's irrevocably agree to have their name and photograph used for advertising purposes and/or to take part in promotional activities including, without limitation, being interviewed by television, radio and/or other mediums for public broadcast free of any payment (if required by the Promoter).
- 3.12. 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 control of the Promoter, the Promoter reserves the right, to the fullest extent permitted by law to:
- (a) disqualify any Entrant; or
 - (b) modify, suspend, extend, terminate or cancel the competition.
- 3.13. Nothing in these Terms and Conditions limit, exclude or modify or purport to limit, exclude or modify the statutory consumer guarantees provided by the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under similar consumer protection laws.
- 3.14. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and related bodies corporate) 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 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 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 control of the Promoter;
 - (d) Any tax liability incurred by the winner(s) or any Entrant; and/or
 - (e) Redemption of the Prize.
- 3.15. The law of Queensland applies to this Competition.
- 3.16. These Terms and Conditions constitute the entire agreement between the parties relating to the completion.
- 3.17. The Promoter may, at any time, amend, add to or delete any of these Terms and Conditions.
- 3.18. The Promoter's failure or delay to exercise a power, right or remedy pursuant to the Terms and Conditions does not operate as a waiver of that power, right or remedy.
- 3.19. The obligations created by these Terms and Conditions are legally enforceable and binding on the Entrant(s) and Promoter.

- 3.20. If any provision of these Terms and Conditions offends any law applicable to it in a jurisdiction and is as a consequence illegal, invalid or unenforceable in that jurisdiction then:
- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - (b) in any other case the offending provision must be severed from these Terms and Conditions for that jurisdiction in which event the remaining provisions of the Terms and Conditions operate as if the severed provision had not been included.

For more information, call 1800 689 550, complete the Customer Service Feedback form at <http://www.gloriajeanscoffees.com/Corporate/ContactUs.aspx> or visit <http://www.gloriajeanscoffees.com/About/Winfreecoffeeforayear.aspx>

NSW/NT Permit No. LTPS/17/14036 ACT Permit No. TP 17/00901 SA Permit No. T17/845