

PROMOTION TERMS & CONDITIONS

Promotion	Comment for your chance to win - Australia's Own and De'Longhi LS Arte Coffee Machine
Promoter	Noumi Trading Pty Ltd (ACN 614 863 286) of 8A Williamson Road, Ingleburn NSW 2565
Prize Provider	De'Longhi Australia Pty Ltd (ACN 104 012 857) of Nexus Park, 3/43 Lyn Parade, Prestons, NSW, 2170
Promotion Type	Game of Skill
Participating Products	Australia's Own Barista products; Barista Soy, Barista Almond, Barista Oat and Barista Macadamia.
Promotion Period	<p>The promotion starts at 11.59pm AEST 29 August 2023 and ends at 11.59pm AEST on 1 December 2023 (Promotional Period).</p> <p>The Promotional Period is subject to change at the Promoter's discretion and all changes will be notified on https://coffeelounge.delonghi.com/aus/promotion</p>
Participating Prizes	10 x De'Longhi La Specialista Arte Manual Espresso Machine in Metal Black
Bonus Prizes	3 x De'Longhi La Specialista Arte Manual Espresso Machine in Metal Black
Prize Pool	<p>In total, there are thirteen (13) De'Longhi La Specialista Arte Matt Black Coffee Machine Prizes to be won, each valued at AU\$899.00 RRP.</p> <p>The total Prize pool is AU\$11,687.00 RRP.</p>
Entry Restrictions	<p>The Promotion is only open to residents of Australia aged 18 and over. Delivery address for any Prize must be in Australia.</p> <p>Employees of the Promoter and their family members are ineligible to enter this Promotion.</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>
How to Participate	<p>To participate in the Promotion entrants must, between the Promotion Period:</p> <ol style="list-style-type: none">1. Scan 'FOR YOUR CHANCE TO WIN' QR Code displayed on select Australia's Own Barista Soy, Barista Almond, Barista Oat and Barista Macadamia products using the camera on their smart phone.2. Complete the registration page at https://coffeelounge.delonghi.com/aus/promotion.3. Explain in 25 words or less 'why they love using Australia's Own Barista for their coffee moment'.4. Accept the Prize Provider's Privacy Collection Notice and Terms and Conditions. <p>Winner will be announced by email and phone by the Promotor and/or the Prize Provider.</p>
Multiple Entries	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.
Determining the winner(s)	<p>The entries will be judged and the winner(s) will be determined at or around 12:30PM weekly from 30 August 2023 to 1 November 2023 followed by a Bonus Round on or about 1 December 2023.</p> <p>Judging will take place at 8A Williamson Rd, Ingleburn NSW 2565 on or around the following dates:</p> <ul style="list-style-type: none">• Draw 1: 30th August 2023, 1X De'Longhi La Specialista Arte Coffee Machine.• Draw 2: 6th September 2023, 1X De'Longhi La Specialista Arte Coffee Machine.• Draw 3: 13th September 2023, 1X De'Longhi La Specialista Arte Coffee Machine.

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- Draw 4: 20th September 2023, 1X De'Longhi La Specialista Arte Coffee Machine.
 - Draw 5: 27th September 2023, 1X De'Longhi La Specialista Arte Coffee Machine.
 - Draw 6: 4th October 2023, 1X De'Longhi LS La Specialista Coffee Machine.
 - Draw 7: 11th October 2023, 1X De'Longhi LS La Specialista Coffee Machine.
 - Draw 8: 18th October 2023, 1X De'Longhi LS Arte Coffee Machine.
 - Draw 9: 25th October 2023, 1X De'Longhi LS Arte Coffee Machine.
 - Draw 10: 1st November 2023, 1X De'Longhi LS Arte Coffee Machine.
 - Draw 11: 1st December 2023, 3X De'Longhi LS Arte Coffee Machine (**Bonus Round**).

The judge(s) of the competition will be a representative/representatives of the Promoter.

Winner Notification

The Entry with the most creative response will be the winner.

The winners will be contacted via email and phone call

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. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third-party rights. Entries must not have been published previously and/or have been used to win Prizes in any other competitions.
5. 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.
6. The Promotion is not valid in conjunction with any other offer.
7. The Promotion may be extended at the Promoter's absolute discretion.
8. **Bonus Round:** The Promotor reserves the right to award discretionary "Bonus Products" for a selected contesting segment. The Bonus Products may apply to one or more contesting segments and are awarded in the Promotor's absolute discretion.
9. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names) will be disqualified.
10. 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.
11. 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.
12. Winners are responsible for ensuring their correct personal information and contact email address are provided to the Promoter and the Prize Provider, and any updated details are notified to the Promoter and Prize Provider as soon as practicable. 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.
13. The Promoter does not warrant that third party service providers including without limitation social media providers necessary for the Promotion will be available or any/all Participating Products will be available at all times during the Promotion Period.
14. Any costs associated with accessing third party services providers including without limitation social media platforms are the entrant's responsibility and may be dependent on the internet service provider used.
15. The Promoter may, in its sole discretion, declare any entrant or winner invalid and/or reclaim a Prize if the entrant/winner:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the Prize Provider, 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 and/or Prize Provider's goodwill or reputation.

16. 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.
17. Entries must not contain any material which is, in the opinion of the Promoter, offensive, insulting, defamatory, inappropriate, obscene, unsuitable, scandalous, 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.
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. It is a condition of accepting the Prize that the entrant must comply with all the conditions of use of the Prize and Prize Providers 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 Provider 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.
20. The Promoter and/or the Prize Provider may communicate or advertise this Promotion via social media platforms (**Platforms**) including, without limitation, Facebook, TikTok 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.
21. The Prize is subject to availability, not transferable and not exchangeable for cash.
22. If a Prize is unavailable for any reason, the Promoter and/or Prize Provider 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 (where applicable).
23. 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.
24. 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**).
25. 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) the completeness, correctness or accuracy of any information provided for the purpose of or in connection with the Promotion,
 - (f) any tax liability/implications incurred by an entrant; or
 - (g) use of a Prize.
26. 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.
27. The Promoter reserves the rights to:
 - (a) terminate, change or otherwise deal with the Promotion at any time it deems appropriate without prior notice and/or
 - (b) amend the terms of the Promotion if all or part of the Promotion and/or terms are or are likely to be considered a breach of any applicable laws or regulations in any of the countries in which the Promotion is run.

28. 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.

DELIVERY

29. The Promoter and/or the Prize Provider 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.

30. 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

31. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and address. The Promoter may disclose entrants' personal information to the Prize Provider as well as the Promoter's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.

32. The Promoter will otherwise handle entrants' personal information in accordance with its Privacy Policy which can be accessed at <https://noumi.com.au/wp-content/uploads/Privacy-Policy.pdf>.

33. Any personal information provided by entrants to the Prize Provider will be handled in accordance with the Prize Provider's Privacy Policy which can be accessed at: <https://www.delonghi.com/en-au/privacy-policy>.

34. Entrants consent to the Promoter and the Prize Provider using their name, likeness, image and/or voice, along with the winning posted image, 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. All entries become the property of the Promoter.

35. Entrants' details may be used for future promotional and/or marketing activities carried out by the Promoter and/or the Prize Provider. Entrants can request not to receive this information by contacting the Promoter or Prize Provider or unsubscribing from email communications. The Promoter and/or the Prize Provider may continue to provide entrants with information for an indefinite period unless and until advised otherwise by the entrant.

36. Entrants may request access to their personal information and/or update their personal information or lodge a complaint to the Promoter's or Prize Provider's Privacy Officer via the following process:

- For the Promoter: correspondence by email to privacyofficer@noumi.com.au
- For the Prize Provider: correspondence by email to callcentre.au@delonghigroup.com