



## **“GLORIA JEAN’S MOTHER’S DAY” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents who are members of the Gloria Jean’s Coffees e-Sipper Club Loyalty Program at the time of entry and are still members as at the time of the draw. Individuals can become a member of the Gloria Jean’s Coffees e-Sipper Loyalty Program, by obtaining a membership card from a Gloria Jean’s Coffees retailer and registering the card details online at <https://loyalty.gloriajeanscoffees.com/register.html>.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, participating Gloria Jean’s Coffees retailers 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 1<sup>st</sup> cousin.
5. Promotion commences on 14/04/2016 and ends at 5:00pm AEST on 08/05/2016 (“Promotional Period”).
6. To receive an automatic entry, eligible individuals must, during the Promotional Period, spend \$10 or more in a single transaction at any Gloria Jean’s Coffee retailer nationally and have their Gloria Jean’s Coffees e-Sipper Loyalty card scanned at the time of making the transaction.
7. 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 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.

8. Incomplete transactions or transactions where the individual's Gloria Jean's Coffees e-Sipper Loyalty is not scanned at the time of making the transaction, will be deemed invalid.
9. Only one (1) entry is permitted per person.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draws will take place at Gloria Jean's support office, 11 Hoyle Avenue, Castle Hill NSW 2154 on 13/05/2016 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the draw and their names will be published online on the Gloria Jean's Coffees Facebook Page (<https://www.facebook.com/gloriajeanscoffees>) & Instagram account (gloriajeanscoffees) from 27/05/2016.
12. The Promoter's decision is final and no correspondence will be entered into.
13. There will be two (2) types of prize draws conducted for this promotion: (a) draws for minor prizes (as per clause 14); and (b) a draw for runner up prizes (as per clause 15).
14. For the purposes of the minor prizes, entries will be divided into the following State/Territory groups, in accordance with the entrant's place of residence: NSW/ACT, VIC, SA/NT/WA, QLD and TAS. The first valid entry drawn in NSW/ACT, VIC, QLD and TAS and the first two (2) valid entries drawn in WA/NT/SA will each win a hamper valued at \$459. Each hamper will include:
  - 1x Caffitaly Coffee Machine valued at \$139;
  - A full range of capsules including 2 x tea boxes, 1x hot chocolate and 2x bottles of Syrup valued at \$100;
  - 1x \$100 The Daily Edited voucher. Voucher will be valid for 12 months from the date of issue and is redeemable online at <https://thedailyedited.com>; and
  - 1x Glasshouse Candle, 1x diffuser and 1x hand cream valued at \$120.
15. For the purposes of the runner up prizes, all entries (excluding the minor prize winners) will then be combined and placed into one (1) national draw. The first fifty (50) valid entries drawn will each receive two (2) free Gloria Jean's Coffee coupons added to their eSipper loyalty card for any regular sized Gloria Jean's Coffee hot or cold drink. Each Gloria Jean's Coffees coupon will be valid for 12 months from the date of issue and cannot be redeemed in the same transaction. For the avoidance of doubt, there is a limit of one (1) coupon per transaction.

16. Any unused balance of a coupon will not be awarded as cash. Redemption of a coupon is subject to any terms and conditions of the issuer including those specified on the voucher.
17. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take and/or redeem a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total maximum potential prize pool value in each of NSW/ACT, VIC, QLD and TAS is up to \$854.00 and the total maximum potential prize pool value in SA/NT/WA is up to \$1,313.00.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
22. A draw for any unclaimed prizes may take place on 15/08/2016 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing within two (2) business days of the draw and their names will be published online on the Gloria Jean's Coffees Facebook Page (<https://www.facebook.com/gloriajeanscoffees>) & Instagram account (gloriajeanscoffees) from 07/09/2016.
23. 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.
24. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. 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.

26. 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.
27. 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. Participating is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.gloriajeanscoffees.com/Support/PrivacyPolicy.aspx>. 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 entrant's personal information to any entity outside of Australia.
28. The Promoter is Jireh International Pty Ltd as trustee for Jireh International Unit Trust Pty Ltd (ABN 26 937 002 364) of 11 Hoyle Avenue, Castle Hill, NSW 2154. Telephone: 1800 689 550.

NSW Permit No. LTPS/16/02818