

## Win A CIBO Moment Terms & Conditions ("Conditions of Entry")

Schedule			
<b>Promotion:</b>	Win A CIBO Moment		
<b>Promoter:</b>	CIBO ESPRESSO AUSTRALIA PTY LTD ABN 70 105 199 693, Level 1, Tower 2 Chadstone Place, 1341 Dandenong Road, Chadstone, VIC 3148, Australia. Ph: (03) 9508 4409		
<b>Promotional Period:</b>	<b>Start date:</b> 05/11/18 at 09:00 am ACDT <b>End date:</b> 30/11/18 at 11:59 pm ACDT		
<b>Eligible entrants:</b>	Entry is only open to SA residents who are 18 years and over.		
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must purchase one (1) or more food or beverage product/s in a single transaction ("Qualifying Transaction") from any CIBO store located in South Australia ("Participating Venues") and scan their MyCIBO Loyalty Card at time of purchase to receive one (1) entry during the Promotional Period. Limit one (1) entry per Qualifying Transaction.</p> <p>If the entrant completes the Qualifying Transaction via the CIBO Espresso App during the Promotional Period, they will receive one (1) bonus entry into the draw for that transaction (i.e. a total of two (2) entries for the respective transaction). Entrants must have a compatible device for the CIBO Espresso App to be eligible to complete the bonus entry method.</p>		
<b>Entries permitted:</b>	Multiple entries permitted per person, see How to Enter section above for details.		
<b>Total Prize Pool:</b>	up to AUD \$12,700.00		
	<b>Prize Description</b>	<b>Number of this prize</b>	<b>Value (per prize)</b>
	<b>Prize 1:</b>		
	The prize is one (1) x Baillie Lodges voucher, redeemable for three (3) x nights' accommodation at Southern Ocean Lodge, Kangaroo Island, South Australia.	1	Up to AUD\$6,000.00
	<b>Prize 2:</b>		
	The prize is one (1) x Osteria Oggi voucher, redeemable for a "Dinner for 10" Experience at Osteria Oggi Private Cellar Room, Adelaide, South Australia.	1	AUD\$1,500.00
	<b>Prize 3:</b>		
	The prize is one (1) x Adelaide Cabaret VIP Experience for the winner and one (1) guest, which consists of the following: <ul style="list-style-type: none"> <li>• two (2) premium tickets to the opening night of the Adelaide Cabaret Festival, South Australia;</li> <li>• two (2) adult tickets to another Adelaide Cabaret Festival show of the winner's choice;</li> <li>• behind the scenes tour with Artistic Director, Julia Zamiro; and</li> <li>• then dinner with Julia Zamiro and premium tickets to opening night (and another show too).</li> </ul>	1	AUD\$1,000.00
	<b>Prize 4:</b>		
	The prize is one (1) x Fino Seppeltsfield voucher, which consists of the following for the winner and three (3) friends: <ul style="list-style-type: none"> <li>• lunch at Fino Seppeltsfield; and</li> <li>• Seppeltsfield Winery Tour.</li> </ul>	1	AUD\$800.00
	<b>Prize 5:</b>		
	The prize is one (1) x Tree Climb Amusement Park voucher for the winner and ten (10) friends, Adelaide, South Australia.	1	AUD\$500.00
	<b>Prize 6:</b>		
	The prize is one (1) x Wine Blending Bench voucher for the winner and five (5) friends at D'Arenberg Cube, McLaren Vale, South Australia.	1	AUD\$600.00
	<b>Prize 7:</b>		
	The prize is one (1) x RoofClimb Adelaide Oval voucher for the winner and two (2) friends.	1	AUD\$400.00
	<b>Prize 8:</b>		
	The prize is one (1) family pass to Lion 360 at Monarto Zoo, South Australia.	1	AUD\$300.00
	<b>Prize 9:</b>		

The prize is one (1) x Barossa Valley Hot Air Ballooning voucher for the winner and one (1) friend, Barossa Valley, South Australia.	1	AUD\$600.00
<b>Prize 10:</b>		
The prize is two (2) x Adelaide Crows Football Club Essential Yearly Memberships for the 2019 AFL season. Standard membership terms will apply.	1	AUD\$1,000.00
<b>Prize Conditions:</b>	<p><u>Applicable to all voucher prizes:</u> Any ancillary costs associated with redeeming the prizes are not included. Any unused balance of a voucher prize will not be awarded as cash. Redemption of a voucher prize is subject to any terms and conditions of the issuer including those specified on the voucher.</p> <p><u>Applicable to Prize 7 and 5:</u> Each winner of the Tree Climb prize and the RoofClimb prize (“Activities”) and his/her/their companion acknowledge that the Activity is a dangerous activity that may result in injury or death and participate at their own risk. The winner and his/her/their companion must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or his/her companion from participating in the Activity if, at any time, they reasonably believe that the winner or his/her companion poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. Prize is subject to booking availability. If the Activity is varied for any reason beyond the control of the Promoter, it may not be rescheduled and no compensation will be offered.</p>	
<b>Winner Determination:</b>	<ul style="list-style-type: none"> <li>• The draw will take place at CIBO Espresso, Level 1, Tower 2, Chadstone Place, 1341 Dandenong Road, Chadstone VIC 3148, Australia at 12:00 pm on 04/12/18.</li> <li>• The first ten (10) valid entries drawn will each be required to attend the Event (outlined below) (“Participants”). If an entrant drawn is not able to attend the Event they will forfeit their right to any prize.</li> <li>• The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.</li> <li>• The Event will take place outside Cibo Espresso, Hutt St (199 Hutt st, Adelaide SA 5000). The Event is expected to place on Saturday 08/12/18, subject to change. Exact time of the Event will be determined by the Promoter.</li> <li>• <u>Event Details:</u> There will be ten (10) coffee bean bags on display at the start of the Event. Participants will be required to select one (1) coffee bean bag, in the order they were drawn. Once a bag is selected by a Participant they will not be able to re-select another bag. The Participant must then open the coffee bean bag selected and a cup inside the bag will specify the prize they have won. The available prizes to be won are specified above.</li> <li>• If a Participant fails to attend the Event on the day, a representative of the Promoter will participate in the Event in their place and the prize won will be awarded to the next valid reserve entry drawn in the original drawn.</li> </ul>	
<b>Winner notification:</b>	The winners will be contacted by using the contact details on file with the Promoter within two (2) days of the draw, includes in writing. The winners will be published on the CIBO Espresso website by 10/12/18.	

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. All reasonable attempts will be made to contact each winner.
6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
13. 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. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.ciboespresso.com.au/privacy-policy>. The Promoter's 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 the Australian Privacy Principles or any other Australian 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 and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a 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 winner will prevail over these Conditions of Entry, 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 Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
24. 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.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. **Authorised under: SA Permit No. TX/XXXX.**