

Nestlé – TRADE PROMOTION TERMS AND CONDITIONS

<u>Schedule to Conditions of Entry</u>	
Promotion Name	NESCAFÉ 85 Years \$2k a day “Instant Win” Promotion (“The Promotion”)
Promoter	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 of 1 Homebush Bay Drive, Rhodes NSW 2138.
Permit Numbers	Authorised under permit numbers NSW Authority Number TP/02197, ACT Permit Number TP 23/00565 and SA Permit number T23/431.
Website	https://www.nescafe.com/au/85-year-promotion
Promotional Period	The Promotion starts at 12:01am AEST on 24 May 2023 and closes at 11:59pm AEST on 16 August 2023.
Entry Restrictions	Subject to clause 3 of the Conditions of Entry, entry is open to residents of Australia who are aged 18 years or over (“Eligible Entrant”).
Participating Product(s)	<p>NESCAFE BLEND 43/ NESCAFE ORIGINAL</p> <p>NESCAFE DECAF 250g NESCAFE BLEND 43 ESPRESSO 500g NESCAFE BLEND 43 Original 500g NESCAFE BLEND 43 Original 375g NESCAFE BLEND 43 Espresso 375g NESCAFE BLEND 43 700g AU NESCAFE BLEND 43 Original 150g NESCAFE BLEND 43 Smooth & Creamy 140g NESCAFE ESPRESSO 150g NESCAFE MILD ROAST 150g NESCAFE ESPRESSO 300g NESCAFE BLEND 43 Original 300g NESCAFE BLEND 43 Dark Roast 300g NESCAFE BLEND 43 Original 50g NESCAFE BLEND 43 Original 250g NESCAFE BLEND 43 Smooth & Creamy 250g NESCAFE ESPRESSO 250g NESCAFE MILD ROAST 250g NESCAFE BLEND 43 Dark Roast 250g NESCAFE DECAF 100g NESCAFE ORIGINAL Coffee 180g NESCAFE ORIGINAL Coffee 200g NESCAFE BLEND 43 Original 360g NESCAFE BLEND 43 Espresso 360g</p> <p>GOLD</p> <p>NESCAFE GOLD Smooth 90g NESCAFE GOLD Intense 100g NESCAFE GOLD Original 100g NESCAFE GOLD Intense 200g NESCAFE GOLD Smooth 180g NESCAFE GOLD Original 200g NESCAFE GOLD Short Black 100g NESCAFE GOLD Decaffeinated 100g</p>

NESCAFE GOLD Green Blend 100g
NESCAFE GOLD Original Jar 400g
NESCAFE GOLD Original Tin 400g

MIXES

NESCAFE 98% Sugar Free Latte 10 pack
NESCAFE 98% Sugar Free Caramel 10 pack
NESCAFE 98% Sugar Free Mocha 10 pack
NESCAFE 98% Sugar Free Chocolate Hazelnut Mocha 10 pack
NESCAFE 98% Sugar Free Vanilla Malt Latte 10 pack
NESCAFE White Choc Mocha Inspired by Milky Bar 8 pack
NESCAFE Gold Choc Mocha Inspired by Milky Bar 8 pack
NESCAFE Caramel 10 pack
NESCAFE Hazelnut 10 pack
NESCAFE Mocha 10 pack
NESCAFE Vanilla 10 pack
NESCAFE Cappuccino Decaf 10 pack
NESCAFE Cappuccino Strong 10 pack
NESCAFE Latte 10 pack
NESCAFE Cappuccino Skim 10 pack
NESCAFE Cappuccino 10 pack
NESCAFE Cookies and Cream 10 pack
NESCAFE Scorched Almond Mocha 10 pack
NESCAFE Scorched Almond Salted Caramel Mocha 10 pack
NESCAFE Double Shot Latte 10 pack
NESCAFE Iced Salted Caramel 8 pack
NESCAFE Iced Cappuccino 8 pack
NESCAFE Iced Vanilla 8 pack
NESCAFE Cappuccino Strong 26 pack
NESCAFE Cappuccino Skim 26 pack
NESCAFE Vanilla 26 pack
NESCAFE Mocha 26x18g pack
NESCAFE Caramel 26 pack
NESCAFE Hazelnut 26 pack
NESCAFE Cappuccino 26 pack
NESCAFE Flat White 26 pack
NESCAFE 98% Sugar Free Caramel 26 pack
NESCAFE 98% Sugar Free Mocha 26 pack
NESCAFE GOLD Almond Latte 6 pack
NESCAFE GOLD Coconut Latte 6 pack
NESCAFE Vanilla 30 pack
NESCAFE Mocha 30 pack
NESCAFE Cappuccino 30 pack
NESCAFE Cappuccino 90 pack
NESCAFE Inspired by Tim Tam Original Mocha 10 pack
NESCAFE Inspired by Tim Tam Caramel Mocha 10 pack
NESCAFE Inspired by Tim Tam Dark Choc Mocha 10 pack
NESCAFE Crème Brulee Latte 10 pack
NESCAFE Caramel Slice Latte 10 pack

NESCAFE DOLCE GUSTO

NESCAFE DOLCE GUSTO Café Au Lait 16 pk
NESCAFE DOLCE GUSTO Ristretto Ardenza 16 pk
NESCAFE DOLCE GUSTO Chocoletto 16 pk
NESCAFE DOLCE GUSTO Cappuccino 16 pk
NESCAFE DOLCE GUSTO Flat White 16 pk
NESCAFE DOLCE GUSTO Café Americano 16 pk
NESCAFE DOLCE GUSTO Espresso Intenso 16 pk

NESCAFE FARMERS ORIGIN

NESCAFE 3 AMERICAS 10 pack
NESCAFE INDIA NCPT 10 pack

	<p>NESCAFE AFRICAS NCPT 10 pack NESCAFE BRAZIL NCPT 10 pack NESCAFE COLOMBIA DECAF 10 pack NESCAFE COLOMBIA 10 pack</p>
Entry Method	<p>To enter, Eligible Entrants must during the Promotional Period:</p> <p>(i) Purchase any Participating Product from the list above from a Participating Retailer. A Participating Retailer is any retailer in Australia (including online) that stocks the Participating Product(s) and displays material advertising this Promotion;</p> <p>Using their mobile device, scan the QR code on the promotional advertisements or visit https://www.nescafe.com/au/85-year-promotion</p> <p>(ii) and follow the prompts to the NESCAFÉ 85 Years \$2k a Day “Instant Win” competition entry page;</p> <p>(iii) Complete the entry form including (but not limited to) their name, email address, address, phone number, receipt number and upload an image of their purchase receipt (retain original receipt*);</p> <p>(iv) Click on “submit” to finalise their entry. Entries must be received by the Promoter before the close of the Promotional Period.</p> <p>Upon submitting their online entry, Eligible Entrants will be immediately notified via an onscreen message whether or not they have provisionally won an Instant Win Prize. If an Eligible Entrant is deemed a provisional Instant Prize Winner, they will receive an email relating to the prize. If they have not won an Instant Win Prize, they will not receive an e-mail. All non-winning Instant Win Prize entries will be automatically placed in a Second Chance Draw.</p> <p>*Note: All Instant Prize Winners are deemed provisional prize winners and may be subject to verification before being awarded a Prize. Eligible Entrants must retain original itemised purchase receipt(s) as proof of purchase. Purchase receipt(s) must clearly specify the store/online store of purchase, that the product(s) purchased are Participating Product(s) and that the purchase was made during the Promotional Period.</p>
Maximum entries permitted	<p>Multiple entries are permitted, however:</p> <p>(1) There is a limit of one (1) entry per transaction (regardless of the number of Participating Products purchased in the same transaction); and</p> <p>(2) Must be submitted separately and must independently comply with these Terms and Conditions.</p> <p>Entrants can win a maximum of one (1) Instant Win Prize (except for SA residents).</p>
Draw Details	<p>There are eighty five (85) Instant Win prizes available to be won in this Promotion (one per Day throughout the Promotional Period). All Instant Win prizes are randomly awarded using the <i>InstantWinApi</i> random computerised drawing system housed at Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York St, Sydney NSW 2000 The Promoter will conduct a draw prior to the commencement of the Promotional Period on 17.05.23 where it will identify a Winning Moment for each 24 hour period (12.01am-11.59pm) (“Day”) between the start and end of the Promotional Period. For each Day, the first valid entry received after the Winning Moment for that Day and before the end of that Day, will be deemed a provisional Instant Prize Winner subject to verification. SA draw approval number 1291. There is a maximum of one (1) Instant Win Prize awarded per Day. For the avoidance of doubt, unsuccessful entries will not rollover to the next Day but will be placed in a Second Chance Draw. If for any Day but prior to the end of that Day, there are no</p>

	entries received after the Winning Moment, then the un-won prize for that Winning Moment will be allocated to the Second Chance Draw.								
Prize	<p>There are eighty five (85) Instant Win prizes available to be won in this Promotion as follows:</p> <table border="1"> <thead> <tr> <th>Type</th> <th>No. Available</th> <th>Details</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>Instant Win Prize</td> <td>Eighty Five (85) (one per Day throughout the Promotional Period)</td> <td>An Instant Win Prize will consist of: <ul style="list-style-type: none"> - 1 x monetary prize of \$2,000 transferred to the Major Prize Winner's nominated bank account or awarded via cheque. </td> <td>\$2,000 each.</td> </tr> </tbody> </table>	Type	No. Available	Details	Value	Instant Win Prize	Eighty Five (85) (one per Day throughout the Promotional Period)	An Instant Win Prize will consist of: <ul style="list-style-type: none"> - 1 x monetary prize of \$2,000 transferred to the Major Prize Winner's nominated bank account or awarded via cheque. 	\$2,000 each.
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Value of Prize Pool	Up to \$170,000.								
Conditions of prize	<p>As per Conditions of Entry. Prizes are not transferable.</p> <p>Monetary Prizes: If money is offered as a prize, the prize may be awarded in a cheque form or by eftpos transfer to a nominated bank account. If the prize is to be delivered by eftpos, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited. Eftpos transfers may take up to 30 days to process.</p>								
Prize Winner Notification	Instant Prize Winners will be notified immediately on screen via the Promotion Website. They will also receive an email to their registered email address within three (3) business days of being determined an Instant Prize Winner.								
Second Chance Draw	All un-won Instant Win prizes from the advertised prize pool will be automatically placed in a Second Chance Draw which will take place at Unit 6, 43 Herbert Street Artarmon NSW at 12.00pm AEST on 30 August 2023. The draw is electronic and winner(s) will be selected at random. SA draw approval number 1224. The winner(s) will be notified by email and their first name and suburb will be published www.nestle.com.au/productnews/winners on 13 September 2023.								
Prize Winner Publication Details	The first name and suburb of all Instant Prize Winners will be published on www.nestle.com.au/productnews/winners by 5.00pm AEST on 13 September 2023.								
Prize Claim Date	All Instant Win Prizes must be claimed by 5.00pm AEDT on 13 December 2023 by responding to the Prize Winner Notification. If the prize is not claimed by the Prize Claim Date, the prize will be forfeited and the Promoter may determine an alternative winner via an Unclaimed Prize draw.								
Unclaimed Prize Draw	In the event that the prize is won but not claimed by the Prize Claim Date, or an entry is deemed invalid, or otherwise forfeited, the Promoter will conduct a further draw from all remaining entries into the promotion to distribute unclaimed prizes at Unit 6, 43 Herbert Street Artarmon NSW at 12.00pm AEDT on 18 December 2023. The draw is electronic and winner(s) will be selected at random. SA draw approval number 1224. Winners will be notified via email and have their details published at www.nestle.com.au/productnews/winners on the same date.								

Conditions of Entry

1. These Conditions of Entry are to be read in conjunction with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Condition of Entry prevails.
2. Information on how to enter & prizes form part of these terms & conditions. Any entry not complying with these Conditions of Entry and Schedule to Conditions of Entry is invalid.
3. **Standard entry restriction:** Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with the Promotion and their immediate families are ineligible to enter.
4. **Promotional Period:** The Promotion will take place during the Promotional Period. Any entry that occurs outside this period is invalid.
5. **Entry by SMS:** Should the Promotion require an SMS entry, the cost of sending a text entry is the responsibility of the entrant and will vary depending on the mobile network used. Total cost of text entry made within Australia will not exceed 60 cents including GST, whether sent during the Promotional Period or not. Entrants may need to consult their mobile phone provider prior to entering the Promotion.
6. **Receipt of entries for electronic entries:** Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission.
7. **Games of Chance:** If more than one prize is offered for that draw, the prize with the highest value will be awarded first. If other prizes are available to be won in the Promotion, they will be awarded in descending value. The name of any prize winner will be published on the internet at www.nestle.com.au/productnews/winners
8. **Games of skill:** All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.
9. **Verification Requirements:** The Promoter may require the entrant to provide proof of identity, age, and residency. Where the Promotion requires the purchase of a product(s), the Promoter reserves the absolute discretion to require any prize winner to produce the original purchase receipt/s for every entry they or their household made during the Promotion period in order to claim a prize. If an entry cannot be verified to the Promoter's satisfaction, the entry will be invalid.
10. **Monetary Prizes:** If money is offered as a prize, the prize may be awarded in a cheque form or by eftpos transfer to a nominated bank account. If the prize is to be delivered by eftpos, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited. Eftpos transfers may take up to 30 days to process.
11. **Tickets to an Event or an Experience:** If tickets to an event or an experience are offered as a prize, the prize will be subject to the organiser's terms. The Promoter is not liable for any cancellation or re-scheduling that may prevent prize fulfilment. The tickets to the event cannot be converted to cash nor replaced if lost, stolen or defaced. Tickets can only be used on the date(s) specified on the ticket.
12. **Trip Prize:** If travel is offered as a prize, flights and accommodation are subject to availability at time of booking. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the winner. It is a condition of accepting the prize that all components of the prize be taken during the trip and all persons taking the trip depart from & return to the winner's nearest capital city at the same time unless otherwise agreed by the Promoter & that all persons taking the trip sign a waiver of liability & an indemnity in the form determined by the Promoter in its absolute discretion.
13. **Vouchers:** If a voucher is offered as a prize, the prize will be subject to the issuer's terms of use and are valid until the voucher expiry date stated on the voucher itself. The card cannot be converted to cash nor replaced if lost, stolen or defaced.

14. **Vehicle:** If a vehicle is offered as a prize, the vehicle includes registration, 3rd party insurance, a full tank of petrol and all on-road costs. Any additional costs including comprehensive insurance and additional optional extras are the responsibility of the winner.
15. **Standard Prize Restriction:** All prizes unless stated to the contrary are not transferable & cannot be converted to cash.
16. **Prize Value:** Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize.
17. **Prize Delivery:** Prizes will only be delivered in Australia and each winner should allow 28 days from prize winner determination for delivery of their prize, or (if required) the date they advise the Promoter of their nominated Australian bank account details for their prize money to be deposited.
18. **If a prize winner or participant is under the age of 18 years of age:** The prize will be awarded to the winner's parent/guardian on their behalf. The Promoter may require a winner under the age of 18 years to be accompanied by their parent or legal guardian throughout prize fulfilment.
19. **If the prize becomes unavailable:** The Promoter may substitute a different prize item of equal or greater value in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia. This substitution may be subject to any approval process required by any relevant gaming or lotteries authority if the Promotion is a game of chance.
20. **Australian Consumer Law:** The winner should look to the manufacturer of products and provider of services awarded as prizes for all warranties. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
21. **Tampering:** The Promoter reserves the right to disqualify any individual entrant or group of entrants for tampering with the entry process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple entries that are not associated with a separate eligible purchase, or submitting an entry which is not otherwise in accordance with these Conditions of Entry and Schedule to Conditions of Entry. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all entries made by that individual invalid, the Promoter may also preclude that entrant from participation future promotions of the Promoter.
22. **Risks:** The entrant acknowledges that participation in the Promotion and prize fulfilment may involve risk. The Promoter may require a winner (and their companions) to sign an indemnity and release prior to participation in the prize fulfilment or participation in the Promotion.
23. **Technical Malfunction:** If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
24. **Publicity:** Winners may be required to participate in a follow-up interviews and publicity. By entering the Promotion and claiming a prize, the winner agrees that the Promoter may use their name, image and photograph/s for publicity and Promotion purposes, without compensation, and agrees that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.

25. **Entry Content:** The Promoter may use their entry content, name, likeness, images, photograph/s, film and sound recordings and any other material created during their participation in the Promotion for publicity and promotion purposes for an unlimited time throughout the world without compensation in any media, social media, advertising and/or promoting any goods or services of the Promoter.
26. **Copyright:** It is a condition of participating in the Promotion that the entrant warrants that their entry is original and does not infringe the intellectual property of any third parties. The entrant assigns all rights, title and interest in their entry to the Promoter without compensation. The entrant further agrees not to object to the Promoters use of the entry material on the basis of any moral right. The Promoter may, if required request that an entrant complete any documentation necessary to give effect to this assignment of right, title and interest.
27. **Liability:** The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
28. **Disruptive, abusive, unsuitable entries:** The Promoter may determine all entries invalid and/or preclude participation by an entrant if an entrant disrupts, annoys, abuses, acts contrary to law or engages in fraudulent misleading and deceptive conduct.
29. **Tax:** Winners should obtain their own independent financial advice in relation to any tax liability that may arise as a result of their participation in the Promotion.
30. **Promoters Decisions:** All decisions of the Promoter are at their complete discretions and are final. No correspondence will be entered into.
31. **Social Media:** The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Entrants completely release Facebook, Instagram or Twitter from any and all liability relating to the Promotion.
32. **Privacy:** Each entry becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy which can be accessed by visiting www.nestle.com.au or calling 1800 025 361.