

My Barista My Coffee Promotion: Consumer Terms & Conditions

TERMS & CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Terms and Conditions of Entry.
 2. The competition is open to Australian residents only. The Promoter's employees and their immediate families and the Promoter's agencies associated with this promotion are not eligible to enter.
 3. Competition commences 24th July 2010 at 00.00 AEST. Entries close at 23.59 AEDST on Sunday 10th October 2010. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on creativity and originality.
 4. To enter the competition individuals must visit www.mycoffeemybarista.com.au and vote for their favorite barista and complete in full the entry form. No purchase is necessary.
 5. Only one entry per individual will be accepted.
 6. The prize is a Nespresso Delonghi Lattissima coffee machine to the value of \$699. There are 8 prizes in total to be won, 1 for each state in Australia. This makes the total prize value at \$5,592. The Winners will be the contacted via email with 15 working days of the draw.
 7. The draw/Judges' decision is final and no correspondence will be entered into. Final draw/ judging will take place at 10.00am on Monday 18th October 2010 at Suite 512/19a Boundary Street, Rushcutters Bay, Sydney 2011. Prize winners will be notified by email on 20th October 2010. If the prize is not claimed within 2 months of the notification date, any unclaimed prize draw/judging will be conducted at Suite 512, 19a Boundary Street, Rushcutters Bay, Sydney 2011 on 10th January 2011 where the winner(s) will be notified by mail/phone/email on 17th January 2011.
 8. In the event that the winner of any prize is under the age of 18 the prize will be awarded to the winner's parent or legal guardian on their behalf.
 9. All other costs or requirements associated with the prizes are the sole responsibility of the winners.
 10. Prize values are correct at the time of printing. Prizes are not transferable or exchangeable and cannot be taken as cash. No responsibility is accepted for any variation in the value of the prizes.
 11. Entries not completed in accordance with these Conditions of Entry or received after the Promotion Period ends will not be considered. Incomplete or incomprehensible entries will be disregarded. No responsibility is accepted for late, lost or misdirected mail/entries.
 12. In the event that for any reason whatsoever a winner does not take a component of the prize as stipulated by the Promoter then that component of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
 13. Where an element of the prize is unavailable for any reason, the Promoter reserves the right to substitute for that element of the prize another item of equal value as determined by the Promoter, subject to any necessary approval of the relevant gaming authorities.
 14. The Promoter reserves the right to refuse to allow a prize winner or their Guests to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that the prize winner or their Guests are not in the mental or physical condition necessary to be able to safely participate in the prize.

- 15.** The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of participating in the promotion, or taking any of the prizes, except for any liability which cannot be excluded by law.
- 16.** The promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
- 17.** The Promoter and its agencies and companies associated with this promotion will take no responsibility for prizes damaged, lost or stolen in transit.
- 18.** If for any reason this promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of The Promoter or their agents, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter in its sole discretion can take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to State/Government Regulations.
- 19.** All entries become the property of the Promoter. The information from the entries is being collected by the Promoter to enable it to contact the potential winner and/or may be entered into a database and the Promoter may use the entrant's personal details from that database for future promotional, marketing and publicity purposes. Winners agree to allow their image and name to be used by the Promoter for publicity purposes. Entrants agree to this without any further reference or payment or other compensation to the entrant. All personal details of the entrants will be stored at the office of the Promoter or their Promotional Agents and a request to access, update or correct any information can be made by contacting the Promoter at their address set out below
- 20.** The Promoter is not responsible for any incorrect or inaccurate information, either caused by the website user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the Internet or website, software failure, theft or destruction or unauthorised access to or alteration of entries and any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition.
- 21.** The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 22.** Any costs associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. Any contact details entered incorrectly on the website shall be deemed invalid.
- 23.** The Promoter is Merisant Australia, Level 1, Triniti Building 3, 39 Delhi Road, North Ryde, NSW, 2113, ABN23 091 674 065

My Coffee My Barista Promotion: Barista Terms & Conditions

HOW TO NOMINATE

Members of the public can nominate their favourite barista or an Australian barista can nominate themselves into the promotion by visiting www.mycoffeemybarista.com following the prompts to the competition entry page, registering their details and inputting the requested details of the barista, including the barista's name, coffee shop name and postcode. Nominations close at 23.59 AEDST on Sunday 3rd October 2010 Each person can nominate only one (1) barista

HOW TO VOTE

Once a barista's details are uploaded for voting on the promotional website by a registered entrant, the registered entrant may then vote for that barista.

Once a barista is listed on the promotional website then members of the public can then vote for their favourite barista by registering their details at www.mycoffeemybarista.com and following the prompts. Voting closes at 11.59pm AEST on 10/10/2010. Each entrant is permitted to vote for each barista only once.

TERMS AND CONDITIONS

1. Information on how to enter and prizes 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 aged 18 years or over. Baristas nominated must be working at a café/restaurant/bar in Australia during the promotional period and must be aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to be nominated. 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 1st cousin.
4. The Promoter reserves the right, at any time, to verify the validity of a vote/nomination, a voter (including that voter's identity, age and place of residence) or a barista nominated (including that barista's identity, age and place of residence) and to disqualify any voter who submits a nomination/vote that is not in accordance with these Terms and Conditions or who tampers with the nomination/voting process. Errors and omissions will 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.
5. Incomplete, indecipherable or illegible votes/nominations will be deemed invalid.
6. Limit one (1) vote for each barista permitted per person. A limit of one (1) barista nomination permitted per person. Each barista can only be nominated once.
7. Promotion commences on 25/07/10. Nominations close at 23.59 AEDST on Sunday 3rd October 2010. Voting closes at 11.59pm AEDST on 10/10/2010.
8. Winners will be notified by e-mail.
9. This is a game of skill and chance plays no part in determining the winners. Winners will be determined by the number of votes each barista receives during the promotional period.
10. The Promoter's decision is final and no correspondence will be entered into.

Holiday Prize

11. The barista who receives the most votes nationally during the promotional period will win a trip for two (2) people to Rome, Italy valued at up to AU\$10,000 depending on date and point of departure. The prize includes return economy airfares for two (2) people from the winner's nearest capital city to Rome, Italy, six (6) nights twin share accommodation and AU\$1,000 spending money. Additional spending money, meals, taxes, insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken within 12 months of being notified as a winner and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays or peak periods.
12. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and his/her companion must depart from and return to the same departure point and travel together.
13. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Winner may be required to present credit card at time of accommodation check in.
14. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion.

State/Territory Prizes

15. The barista from each State/Territory (NSW, VIC, ACT, QLD, SA, NT, WA and TAS) which receives the most votes in their State/Territory (excluding the major prize winner) will each win an Otto Espresso machine valued at AU\$800. There are eight (8) Espresso machines to be won in total.
16. In the event of a tie for the most amount of votes nationally and/or in a State/Territory, the Promoter will break the tie by asking entrants to provide an answer to the question: "What is the secret to the perfect cup of coffee" in 25 words or less. The answer judged best by the Promoter on the basis of creative merit will win the prize.
17. If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
18. 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 of the equal value and/or specification.
19. Total prize pool value is AU\$16,400.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. 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 (a) to

disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Except for any liability that cannot be excluded by law, 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 nomination/vote 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 / participation in the prize.
25. As a condition of accepting a prize, the winner and his/her companion (if applicable) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Nominating/voting is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All votes/nominations become the property of the Promoter.
27. The Promoter is Merisant Australia, Level 1, Trinita Building 3, 39 Delhi Road, North Ryde, NSW, 2113, ABN23 091 674 065