



## TERMS AND CONDITIONS

### The Coffee Bean Shop – WIN A Coffee Machine Competition

16 November 2018 – 1 March 2019

#### 1. INTRODUCTION

- 1.1 *The Coffee Bean Shop – WIN A Coffee Machine Competition* is operated by The Coffee Bean Shop in conjunction Adelaide Central Market Authority (ACMA).
- 1.2 *The Coffee Bean Shop – WIN A Coffee Machine Competition* will be open for submissions from 7am 16 November 2018 till 28 February 2018.
- 1.3 To enter *The Coffee Bean Shop – WIN A Coffee Machine Competition* all entries must be submitted by filling in an entry form with any purchase of 1 kg bag of JAZZ Beans at the store before 5:30pm 28 February 2018.
- 1.4 Please read these Terms and Conditions carefully. These Terms and Conditions set out who can enter the competition, how the competition will be run and the circumstances in which the ACMA may withhold all or part of the prizes and/or disqualify you. By submitting an entry for the competition, you agree to be bound by these Terms and Conditions and agree that if you win, you will grant to the ACMA the right to use your name and/or image in publicity as set out below.
- 1.5 We reserve the right to cancel or amend these Terms and Conditions and/or the competition at any time without prior notice to the extent that it is reasonably necessary. When you enter the competition, you are deemed to accept the Terms and Conditions at the date you enter.
- 1.6 We reserve the right to disqualify you if the ACMA has reasonable grounds to believe that you have breached any of these Terms and Conditions, including the submission of an entry deemed to be inappropriate, illegible or incomplete.
- 1.7 By entering this competition, you are agreeing to receive the 'Market Lovers' newsletter from ACMA.

#### 2 ELIGIBILITY

- 2.1 To enter the competition you must:
  - (a) be resident of Australia
  - (b) be willing to supply your email address to the ACMA Market Lovers database
  - (c) be able to comply with all the Terms and Conditions;
- 2.2 You must not be an employee, agent or a director of, or a member of the family of an employee, agent or director of:
  - (a) the ACMA
  - (b) any stall holder of the Adelaide Central Market
- 2.3 You are only eligible to enter the competition once. No third-party entries, bulk entries or entries submitted by agents will be accepted.
- 2.4 The ACMA reserve the right to verify the eligibility of entrants. We may request such information as we consider reasonably necessary for the purpose of verifying the eligibility of an entrant and prizes may be withheld until and unless the ACMA are satisfied with the verification.

#### 3 COMPETITION ENTRY REQUIREMENTS

- 3.1 To enter the competition, you need to comply with the entry requirements and follow the instructions set out.
- 3.2 We cannot be held responsible for entries which are lost or corrupted nor for any entries to the competition which the ACMA do not receive. In addition, the ACMA cannot accept any liability for any difficulties experienced in submitting an entry. Proof of entry or submission will not be deemed to be proof of receipt.

#### 4 SELECTION OF WINNERS

- 4.1 The winner will be selected by random by the Frank Mitolo - *The Coffee Bean Shop* at 10.00am on 1 March 2019 at the Community Kitchen from the entry forms which comply with these Terms and Conditions. Winners will be contacted via the contact number provided and agree to be publicised via the ACMA's social and digital channels.
- 4.2 If the ACMA notify you that you have been selected as a winner and you do not acknowledge such notification within 2 days, the ACMA shall be entitled to withdraw your selection as a winner and may select an alternative winner in absolute discretion.

**5 PRIZE**

- 5.1 The competition prize will be a Saeco Aulika Focus automatic coffee machine valued at \$2,199.
- 5.2 The product included in the prize may not be an exact match (in weight or product included) to the image used for promotional purposes.
- 5.3 Prizes collection will be negotiated between ACMA, The Coffee Bean Shop and the winner.
- 5.4 There are no prize substitutions or cash alternatives and the prize is not transferable.
- 5.5 Props are not included unless otherwise specified.
- 5.6 In the event of the prize offered being unavailable, the ACMA holds the right to provide a substitute prize of equivalent value.

**6 WINNER**

You agree that if you are a Winner:

- 6.1 You consent to the ACMA using your name and/or image in publicity for the competition and in such promotional materials as the ACMA see fit whether now or in the future, anywhere in the world.

**7 FINAL DECISION**

- 7.1 In all matters the ACMA's decision will be final and no correspondence or discussion shall be entered into with you or any other party on your behalf regarding the process or details of such decision.

**8 LIMITATION OF LIABILITY**

- 8.1 The ACMA cannot be held responsible for any costs incurred by you in entering the competition (whether or not such entry is successful) or in relation to you taking part in the competition.
- 8.2 For the avoidance of doubt, the ACMA will not be liable to you, in contract, tort (including, without limitation, negligence) or otherwise in connection with the competition for:
  - (a) loss of revenues, profits, contracts, business or anticipated savings or loss of data; or
  - (b) any loss of goodwill or reputation; or
  - (c) any special or indirect or consequential losses; however caused.
- 8.3 Nothing in these Terms and Conditions shall exclude or limit the ACMA's liability:
  - (a) for death or personal injury resulting from negligence or a deliberate act or omission of the ACMA or any of the ACMA's officers, employees or agents;
  - (b) for fraudulent misrepresentation; or
  - (c) to the extent that such liability cannot by law be excluded or limited.
- 8.4 We will not be liable for any damages or losses as a result of failure by the ACMA to deliver any competition, the prize or any other prizes as a result of any circumstances outside of the ACMA's direct and reasonable control including, but not limited to, as a result of a server failure (including but not limited to access delays or interruptions, data non-delivery or mis-delivery), any act(s) of God, war or terrorism, breaches of security or unauthorised use of personal data arising from hacking and/or failure or lack of reception of telephone, data, mobile telephone or mobile data networks'
- 8.5 The winner will be drawn at random and no further correspondence will be entered into.
- 8.6 This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. We hereby release Facebook of any liability.

**9 YOUR LIABILITY TO US AND YOUR STATUTORY RIGHTS**

- 9.1 You agree to fully indemnify the ACMA in respect of all liabilities, damages, claims, actions, expenses (including reasonable legal fees), demands or costs incurred by the ACMA as a result of any breach by you of these Terms and Conditions.
- 9.2 Nothing contained in these Terms and Conditions shall affect any statutory rights to which you may be entitled as a consumer.

**10 GOVERNING LAW**

- 10.1 These Terms and Conditions are governed by and construed in accordance with Australian law and any dispute arising from them shall be subject to the non-exclusive jurisdiction of the Australian courts.

**11 ENQUIRIES**

- 11.1 For all enquiries, comments, feedback or further information please contact [admin@adelaidecentralmarket.com](mailto:admin@adelaidecentralmarket.com). All questions, comments or complaints regarding the competition should be directed to the ACMA and not via Twitter, Facebook or Instagram or any other social or digital media.