

## **“LAVAZZA A MODO MIO VALENTINE'S DAY” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim.
3. Offer commences at 9:00am AEDST on 12/02/2010 and closes at 11.59pm AEDST on 11/03/2010 (“Offer Period”).
4. To be eligible to receive the gift, individuals must purchase any product from the Lavazza A Modo Mio online store located at [www.lavazzamodomio.com.au](http://www.lavazzamodomio.com.au) during the Offer Period. Each eligible individual will be automatically awarded one (1) gift upon completion of an online transaction. For the avoidance of doubt, if multiple products are purchased in a single transaction, only one (1) gift will be awarded for that transaction.
5. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
6. Multiple claims permitted, subject to the following: (a) only one (1) gift per transaction permitted; and (b) a maximum of four (4) gifts per household permitted.
7. Claimants will be notified by mail at the time of delivery of the product(s) purchased. The Promoter's decision is final and no correspondence will be entered into.
8. Every valid transaction made by an eligible individual will entitle that eligible individual to automatically receive the gift of a 120g box of Chocolatier Australia Tent Pack Hearts valued at \$6.99 each. The gift will be included with the delivery of the product(s) purchased in that transaction by the eligible individual.
9. If the gift is unavailable, the Promoter, at its discretion, reserves the right to substitute the gift with a gift to the equal value and/or specification.
10. Gifts are not transferable or exchangeable and cannot be taken as cash.
11. 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, at its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
12. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any

automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that entrant invalid.

13. 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 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 offer value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.
14. 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, offer suppliers and as required, to Australian regulatory authorities. Any claim 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 claimant. Claimants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter. For more information, refer to the Promoter's Privacy Policy at <http://www.lavazzamodomio.com.au/en-au/privacy.htm>
15. The Promoter is Valcorp Fine Foods Pty Ltd (ABN 61 186 388 551) of 244 Faraday Street, Carlton, VIC 3053. Telephone 03 9224 1900.