

Peet “Feel at Home” VIP Lounge Experience Challenge Competition Terms & Conditions (Terms and Conditions)

Schedule	
Competition:	Peet “Feel at Home” VIP Lounge Experience Competition
Promoter:	Peet Limited ABN 56 008 665 834 of Level 7, 200 St Georges Terrace, Perth Western Australia 6000
Competition Period:	<p>Start date: Thursday 2 November 2023 at 10:00am AWST</p> <p>End date: Wednesday 3 January 2024 at 11.59pm AWST</p>
Competition Website:	https://www.peet.com.au/Feel-at-Home
Eligible Entrant:	<p>Entry in the Competition is only open to persons who are:</p> <ul style="list-style-type: none"> • Australian citizens and permanent residents who reside in Australia; and • 18 years of age or over, <p>(Entrant).</p>
Prize:	<p>The total Prize is valued at up to AUD \$26,129 (including GST) for up to four people (being one Winner and three guests), and comprises:</p> <ul style="list-style-type: none"> • accommodation at Crown Towers, Perth, Western Australia on 12 and 13 January 2024 for up to four people (being a maximum of one Deluxe King room per person), including breakfast on 13 and 14 January 2024 at Epicurean Restaurant, Crown Towers, Perth, valued at \$5,008 (including GST); • return economy flights to Perth for up to four people from the Winner’s nearest capital city in Australia departing on 12 January 2023 and returning on 14 January 2023 valued at up to \$17,381 (including GST) or a Flight Centre gift card to the value of \$4,000 (including GST) where the Winner resides in Western Australia; • where the Winner does not reside in Western Australia, airport transfers between Crown Towers, Perth and Perth Airport on 12 and 14 January 2023 (comprising one car selected by the Promotor) valued at \$180 (including GST); and • a 'VIP Lounge Experience' at Optus Stadium, Perth, for up to four people including a food and beverage package for the Perth Scorchers home match on 13 January 2024 valued at \$3,560 (including GST).
Method of Entry:	<p>To be eligible for the Competition, a person must:</p> <ul style="list-style-type: none"> • be an eligible Entrant; and • complete and submit the online entry form on the Competition Website by: <ul style="list-style-type: none"> ○ providing their full name, mobile phone number, email address and postcode; ○ subscribing (or already be subscribed) to receive direct marketing material from the Promoter; and ○ accepting these Terms and Conditions, <p>during the Competition Period (Entry).</p>
Entries Permitted:	No late Entries will be accepted. Subject to completing the post-Entry survey (as set out below), a limit of one (1) Entry per person applies.
Post-Entry Survey:	After entering the online Entry form, an entrant may choose to complete an additional survey for five (5) bonus Entries. Following completion and submission of answers to all questions within the additional survey, the entrant will be eligible for a total of six (6) Entries in the Competition.

Advertising:	<p>The Competition will be advertised across the Perth Scorchers' and the Promoter's own channels, databases, paid social media posts, Perth Scorchers match days and will include a link or instructions to the Competition Website.</p> <p>The Competition will also be advertised via email to contacts within the Promoter's database that have previously entered Perth Scorchers competitions.</p>
Selection of "Winner":	<p>One (1) Winner will be chosen by the Promotor conducting a random computer generated draw which will take place at 10:00am AWST on Thursday 4th January 2024 at the Promotor's head office in Western Australia located at Level 7, 200 St Georges Terrace, Perth WA 6000.</p> <p>The Winner will be notified by email and telephone on the day of the draw by a representative of the Promoter. The email will contain instructions on how the Winner can verify their Entry (including how to provide proof of identity), redeem the Prize and identify the Winner's three guests.</p> <p>The results of the draw will be final and binding and will be published on the Competition Website the next business day after the Prize draw. Eligible Entrants who participate in the Competition (including accepting the Prize) consent to their name being published on the Competition Website if they are the Winner or the winner of an unclaimed Prize draw.</p>
Unclaimed Prize Draw:	<p>The Winner will have two days to claim the Prize and provide all relevant details required for flights and accommodation purposes. The Winner must be able to provide a current, valid Australian Passport or Australian Driver's Licence to accept the Prize. If the Winner does not claim the Prize within two days of being informed by the Promoter that they have won the Competition and provide sufficient proof of identity, the Winner is not readily identified and reasonable efforts have been made by the Promoter to contact the winner has been unsuccessful, they will automatically forfeit the Prize and the Promoter reserves the right to select a substitute winner through a second chance draw.</p> <p>If necessary, an unclaimed prize draw will be held at 10:00am on Monday 8th January 2024 at the Promotor's head office in Western Australia located at Level 7, 200 St Georges Terrace, Perth WA 6000. The first valid Entry drawn will win the unclaimed Prize.</p> <p>The unclaimed prize draw winner will be notified by email and telephone on the day of the draw, and the results of the Unclaimed Prize Draw will be published on the Competition Website. All terms applicable to the Winner will also apply to any winner of an unclaimed prize draw, including the time frame within which the Prize must be claimed.</p> <p>The results of any unclaimed prize draw will be final and binding.</p>
Competition Permit / Licence Numbers:	<p>ACT Permit No. TP 23/02119</p> <p>NSW Authority TP/03043</p> <p>SA Licence No. T23/1642</p>
Terms and Conditions	
<p>1. The Entrant agrees and acknowledges that they have read these Terms and Conditions (including the Schedule) and that entry into the Competition is deemed to be acceptance of these Terms and Conditions (including the Schedule). Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated otherwise.</p>	

Terms and Conditions - Prize and Winner

2. In respect of the 'VIP Lounge Experience' at Optus Stadium:
 - a) all guests of the Winner must be 12 years or older to participate;
 - b) all participants must sign a participant waiver and release prior to entering the field at Optus Stadium;
 - c) the Promoter will use reasonable endeavours to accommodate any dietary requirements of the Winner and all guests for the food and beverages included in the 'VIP Lounge Experience', subject to receiving sufficient prior notice. However, if such requirements cannot be reasonably accommodated, the Winner accepts the food and beverages that are offered without objection;
 - d) the Promoter reserves the right to alter the VIP Lounge Experience if required for health and safety purposes; and
 - e) the Winner and all guests will be bound by Optus Stadium's Conditions of Entry (which are available at <https://optusstadium.com.au>) and Cricket Australia's Ticket and Entry Conditions (which are available at <https://www.cricket.com.au>).
3. If the Winner receives return flights to and from Perth as part of the Prize, the airline carrier, flight times and seats will be selected by the Promoter, at its absolute discretion.
4. If the Winner receives a Flight Centre gift card as part of the Prize (**Gift Card**):
 - a) the Gift Card is subject to the terms and conditions specified by Flight Centre as the issuer of the Gift Card (**Gift Card Issuer**) from time to time, which are available at <https://www.flightcentre.com.au/gift-card-terms-and-conditions>. Winners should read these terms and conditions prior to using the Gift Card;
 - b) the Winner is bound by all terms and conditions specified by the Gift Card Issuer, including in respect of cancellations and lost gift cards, as well as any charges or fees that are payable;
 - c) it is the Winner's responsibility to pay for any fees or charges which may become payable in relation to the Gift Card including, but not limited to, any fees imposed by the Gift Card Issuer; and
 - d) the Promoter is not responsible for notifying the Winner of any changes to the terms and conditions specified by the Gift Card Issuer, and the Promoter is not liable for any claim by the Recipient as a result of any such changes.
5. It is the Winner's responsibility to provide the relevant and correct information required for booking purposes. Names provided by the Winner to the Promoter for travel and accommodation purposes cannot be changed by the Promoter once bookings have been made. Any requested changes will be at the Winner's sole cost and expense.
6. The Competition commences on the listed Start Date under the "Competition Period" and ends on the listed End Date specified in the Schedule. 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.
7. It is each Entrant's responsibility to ensure their Entry is valid and is received by the Promoter before the end of the Competition Period.
8. The Promoter will contact the Winner by the phone number or email address listed in the Entry, even if such phone number or email address is incorrect. It is the Entrant's responsibility to provide the correct contact details.
9. The Promoter accepts no responsibility for any variation in the value of the Prizes after the Competition has been drawn, and winners have no claim against the Promoter in this respect.

10. Tickets to any part of the Prize may be delivered to the Winner via the email address given in the Entry or street/postal address given by subsequent notice by the Winner, at the Promoter's absolute discretion.
11. The Promoter is not liable to reissue the Prize or reimburse a Winner for the amount of the Prize if the Prize is lost, stolen, defaced, mutilated or altered or if the Winner gave an incorrect email address or street/postal address and does not receive the Prize (or part of it).
12. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Competition, the Promoter, businesses involved in determination of Winner/s for the Competition, businesses involved in the management of the Competition, any organisation benefiting from the Competition, the Promoter's 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 first cousin.
13. The Winner and all guests of the Winner must pay for and arrange for their own transportation to and from Optus Stadium (located at 333 Victoria Park Drive, Burswood, Perth, Western Australia, 6100) and all other costs and expenses associated with and incidental to the Prize, including but not limited to providing their own credit card at accommodation for any incidental costs that may arise, all meals (other than breakfast), room service and telephone charges. If the Winner resides in Western Australia, then the Winner must also pay for and arrange for their own transportation to and from Crown Towers, Perth.
14. The value of the Prize is based upon an estimated retail value of the Prize (inclusive of GST) as at 3 November 2023. The Promoter accepts no responsibility for any variation in the value of the Prize after that date and the Draw Winner has no claim against the Promoter in this respect.

Terms and Conditions - General

15. No part of the Prize is exchangeable, redeemable for cash (unless the Prize is cash) or any other prize or transferable, unless otherwise specified in writing by the Promoter.
16. If the Prize (or portion of the 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 specification, subject to any written directions of a regulatory authority.
17. No Entry fee is charged by the Promoter to enter the Competition.
18. The 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.
19. 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.
20. The Promoter reserves the right to refuse to allow a Winner to take part in any or all aspects of the Prize, if the Promoter determines in their absolute discretion, that a Winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that the Winner sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the Prize.
21. 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, including, without limitation, any event date and time, expiry date, venue entry requirements and rules and cancellation or rescheduling conditions and will have no recourse against the Promoter whatsoever in relation to a Prize. 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 Terms and, 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 Terms and Conditions or otherwise.

22. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions 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).
23. If for any reason any aspect of this Competition 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 Competition and invalidate any affected Entries, or suspend or modify a Prize, subject to State or Territory regulation.
24. 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 of identity and residence as required by the Promoter to validate their Entry, the Winner will be disqualified and 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. 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.
25. The Promoter reserves the right to disqualify Entries in the event of non-compliance with these Terms and Conditions. The Promoter's decision will be final and binding.
26. All risk in relation to possession, control and/or use of the Prize passes to the Winner at the time the Winner receives the Prize.
27. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
28. All Entries and materials submitted to the Promoter in connection with this Competition (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each Entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such Entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such Entries and materials.
29. Any cost associated with accessing the Competitional Website and submitting an Entry into the Competition is the proposed Entrant's responsibility and is dependent on the internet service provider used.
30. 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 Competition 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).
31. The Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors concerning the Competition, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.

32. By entering into the Competition, an Entrant consents to participating in and co-operating with the Promoter, as required, with all reasonable marketing and editorial activities relating to the Competition, including (but not limited to) being recorded, photographed, filmed, or interviewed and acknowledges that the Promoter may use and publish (in perpetuity) any such marketing and editorial material without further reference or compensation to them, including on the Competition Website.
33. The Promoter accepts no responsibility for any duty, levy, charge or tax implications and the Entrants must seek their own independent financial advice in regard to the duty, levy, charge or tax implications relating to the Prize or acceptance of the Prize.
34. Where the operation of this Competition results in, for GST purposes, supplies being made for non-monetary consideration, Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
35. Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Prize are the sole responsibility of the Winner of the Prize.
36. For the purposes of the *Electronic Transactions Act 2011 (WA)* and the *Electronic Transactions Act 1999 (Cth)*, the proposed Entrants and the Promoter consent to any information or documents being given by electronic communication including by email.
37. Where the Competition is communicated on Facebook, Tik Tok, Twitter or Instagram, Entrants and participants in the Competition acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with Facebook, Tik Tok, Twitter or Instagram and Entrants and participants in the Competition release Facebook, Tik Tok, Twitter and Instagram and its associated companies from all liability arising from the Competition. Entrants provide their information to the Promoter and not to Facebook, Tik Tok, Twitter or Instagram. This clause is a covenant in favour of a third party and is enforceable by such third party.
38. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
39. The Competition is governed by the laws of Western Australia.

Terms and Conditions - Privacy

40. **Privacy Notice** - By participating in this Competition, you consent to the collection, use and disclosure of your personal information as summarised below. For full details please refer to our privacy policy at www.peet.com.au/privacy-policy (**Privacy Policy**).
41. **Privacy Officer** - The Promoter's Privacy Officer can be contacted on (08) 9420 1111 or by email: privacy@peet.com.au.
42. **Collection of your personal information** - The Promoter will collect personal information about you so that it can administer dealings with you, provide you with information, products and services (including in relation to new estates and developments that might be of interest to you) and deal with any requests you may have. If the Promoter does not collect your personal information, it may be unable to deal with your request or provide you with information, services and benefits. Personal Information the Promoter collects may include name, date of birth, gender, contact details including your physical address, email address and telephone number, details of products and services that you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries.
43. **Disclosure of your personal information** - Entrants acknowledge that the Promoter may disclose your personal information to third parties, such as contractors, service providers, suppliers, business clients, related parties or companies, IT providers, payment processors, marketing providers who provide marketing and public relations services, competition organisers, prize issuers, social media marketers, State and Territory lottery departments and other organisations. The Promoter is unlikely to disclose your personal information to persons outside of Australia.

44. **Our Privacy Policy** - The Promoter's Privacy Policy sets out its approach to the management of personal and sensitive information. Subject to the *Privacy Act 1998* (Cth), you can have access to and seek correction of your personal information. The Privacy Policy contains information about how you can do this, and also contains information about how you can make a complaint about a breach of privacy.
45. **Direct Marketing** – By participating in this Competition, if the Entrant has opted into receive such information on the Entry, you consent to the Promoter using your personal and other information to let you know about products and services that the Promoter thinks may be of interest to you, via direct marketing through electronic and other means. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see the Promoter's Privacy Policy.