

**Peet Win a signed Perth Scorchers 2023/24 Mens Indigenous BBL Shirt Giveaway 2024 Terms & Conditions ('Terms and Conditions')**

<b>Schedule</b>	
<b>Competition:</b>	Peet Win a signed Perth Scorchers 2023/24 Mens Indigenous BBL Shirt Giveaway 2024
<b>Promoter:</b>	Peet Limited ABN 56 008 665 834 of Level 7, 200 St Georges Terrace, Perth WA 6000
<b>Competition Period:</b>	<b>Start date:</b> Wednesday 10 January 2024 at 09.00am AWST <b>End date:</b> Tuesday 16 January 2024 at 11.59 pm AWST
<b>Eligible Entrants</b>	Entry in the Competition is only open to persons who are: <ul style="list-style-type: none"> <li>• Australian citizens and permanent residents who reside in Australia; and</li> <li>• 16 years of age or over</li> </ul> <b>(Entrant).</b>
<b>Prize</b>	Total prize is valued at \$500.  1 x signed Perth Scorchers 2023/24 Mens Indigenous BBL shirt
<b>Method of Entry:</b>	To be eligible for the Competition, a person must: <ul style="list-style-type: none"> <li>• be an eligible Entrant; and</li> <li>• like the competition post on Peet Communities Instagram page, Follow the Peet Communities Instagram page and tag or comment with one other name/ Instagram handle;</li> <li>• and accept these Terms and Conditions during the Competition Period <b>(Entry)</b>.</li> </ul>
<b>Entries permitted:</b>	Limit one (1) Entry permitted per person.
<b>Selection of "Winner":</b>	One (1) Winner will be chosen by the Promotor conducting a random draw which will take place at 9:00am AWST on Wednesday 17 January 2024 at the Promotor's head office in Western Australia located at Level 7, 200 St Georges Terrace, Perth WA 6000.  The Winner will be notified by Instagram direct message, on the day of the draw by a Peet representative. The email will contain instructions on how the Winner can redeem the Prize.  The results of the draw will be final and binding and will be published on the Promoter's Instagram page and website. Eligible Entrants who participate in the Competition (including accepting the Prize) consent to their name being published on the Promoter's Instagram page.
<b>Unclaimed Prize Draw:</b>	The Winner will have 24 hours to claim the Prize and provide all relevant details required for the prize to be emailed. If the Winner does not respond within 24 hours of being informed by Peet that they have won the Competition, the winner is not readily identified and reasonable efforts have been made by Peet to contact the winner has been unsuccessful, they will automatically forfeit the Prize and Peet reserves the right to select a substitute winner through a second chance draw.  If necessary, an unclaimed prize draw will be held at 9:00am on Friday 19 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.  The unclaimed prize draw winner will be notified by email on the day of the draw, and the results of the Unclaimed Prize Draw will be published on the Promoter's Instagram page. 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.  The results of any unclaimed prize draw will be final and binding.

## Terms and Conditions

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.
2. The Competition commences on the Start Date and ends on the End Date ('Competitional Period'). The winner's Draw starts on the Draw's Start Date. 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.
3. Valid and eligible Entries will be accepted during the Competitional Period. Valid and eligible Entries will be accepted during the Entry Period. It is each Entrant's responsibility to ensure their Entry is valid and is received by the Promoter before the end of the relevant Entry Period and Competition Period.
4. 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.
5. The Promoter will contact the winner only by Instagram Messenger/ Instagram comment.
6. If the winner chooses not to take their Prize (or is unable to or is unavailable), such winner forfeits the Prize and the Promoter is not obliged to substitute the Prize. The Promoter will re-draw the forfeited Prize if the winner forfeits their Prize with sufficient time to undertake a re-draw.
7. No part of a Prize is exchangeable or redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter. If the Prize is a match/game, it cannot be redeemed for any alternative matches/games.
8. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date and the relevant Draw and winners have no claim against the Promoter in this respect.
9. If a Prize (or portion of a 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.
10. The Prize can be collected from Peet Limited Level 7, 200 St Georges Terrace Perth or can be sent to the winner by registered post.
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.
12. No entry fee is charged by the Promoter to enter the Competition.
13. 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.
14. Winners may be requested by the Promotor to participate in competition photographs and for the photographs and result of the Prize Draw to be published on the Promotor's website and/or social media pages.
15. 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.
16. 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 may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the Prize.
17. 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.

18. 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).
19. 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.
20. 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 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. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are 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.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Competition or claiming a Prize, the Promoter will resolve the dispute in direct consultation with the Entrant. If the dispute cannot be resolved, the Promoter's decision will be final and binding.
22. All risk in relation to possession, control and/or use of the Prize passes to the winners at the time the winner receives the Prize.
23. 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.
24. 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.
25. Any cost associated with accessing the Competitional website or the Entry website and submitting an Entry into the Competition is the proposed Entrant's responsibility and is dependent on the internet service provider used.
26. 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).
27. 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.

28. The Entrants will participate in and co-operate 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.
29. The Promoter accepts no responsibility for any duty, levy, charge or tax implications and the Entrants must seek their own independent financial advice in regards to the duty, levy, charge or tax implications relating to the Prize or acceptance of the Prize.
30. 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.
31. 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.
32. 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.
33. 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.
34. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
35. The Competition is governed by the laws of Western Australia.