

**Cafe2U Grand Prize Promotion 2022 Terms & Conditions ("Conditions of Entry")**

Schedule				
<b>Promotion:</b>	Cafe2U Grand Prize Promotion 2022			
<b>Promoter:</b>	RFGA Management Pty Ltd ABN 47 071 765 609, Level 11, 2 Corporate Court, Bundall QLD 4217, Australia. Ph: 0755913242 4/35 Robina Town Centre Drive, Robina QLD, 4226 (Head Office)			
<b>Issuer/Third Party Prize Supplier</b>	JB Hi-Fi Group Pty Ltd ABN 37 093 114 286 and its associated entities from time to time.			
<b>Promotional Period:</b>	<b>Start date:</b> 05/09/22 at 12:01 am AEST <b>End date:</b> 03/10/22 at 11:59 pm AEST			
<b>Eligible entrants:</b>	Entry is only open to ACT, NSW, QLD, SA, TAS, VIC and WA residents who are 18 years and over.			
<b>How to Enter:</b>	To enter the Promotion, an Eligible Entrant must complete the following steps during the Promotional Period: <ul style="list-style-type: none"> <li>a) Spend \$8 or more (in one (1) transaction) at a participating Cafe2U van; and</li> <li>b) Collect their entry card with unique code; and</li> <li>c) Visit the promotional website at <a href="https://www.cafe2u.com.au/grandprize-giveaway">https://www.cafe2u.com.au/grandprize-giveaway</a> and enter their unique entry card code; and</li> <li>d) Follow the prompts to provide the requested personal details and submit their entry.</li> </ul>			
<b>Entries permitted:</b>	Multiple entries permitted, subject to the following: (a) limit one (1) entry per transaction; and (b) each entry must be submitted separate and in accordance with entry requirements. By completing the entry method, the entrant will receive one (1) entry.			
<b>Total Prize Pool:</b>	AUD \$2,000.00			
Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions
The prize is a \$1,000 JB Hi-Fi gift card.	2	AUD\$1,000.00	Draw: computerised random selection - 04/10/22 at 10:00 am AEST	Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the Issuer including those specified on the gift card.
<b>Winner notification:</b>	The winners will be contacted by the Cafe2U Marketing Team within seven (7) business days of the draw. The winners will be published at <a href="https://www.cafe2u.com.au/grandprize-giveaway">https://www.cafe2u.com.au/grandprize-giveaway</a> on 10/10/22.			
<b>Unclaimed Prizes:</b>	Prizes must be claimed by 24/10/22 at 9:00 am AEST. In the event of an unclaimed prize, the prize will be redrawn on 25/10/22 at 10:00 am AEST at 4 / 35 Robina Town Centre Drive, Robina QLD 4226. The winners of the redraw will be notified by the Promoter within seven (7) business days of the redraw. The winners will be notified publicly (and their details published) at <a href="https://www.cafe2u.com.au/grandprize-giveaway">https://www.cafe2u.com.au/grandprize-giveaway</a> on 01/11/22.  If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="https://www.cafe2u.com.au/grandprize-giveaway">https://www.cafe2u.com.au/grandprize-giveaway</a> .			

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). 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 Promotional Period.
4. Employees (and their immediate family members) of the Promoter, agencies/companies directly associated with the conduct of this Promotion, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, franchise businesses (and their employees) of the Café2U network, any organisation benefiting from the Promotion, 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 1st cousin.
5. Draw:
  - a) The draw will take place at 4 / 35 Robina Town Centre Drive, Robina QLD 4226 at 10:00 am AEST on 04/10/22 using computerised random selection.
    - i) The first two (2) valid entries drawn will be the winners of the prizes specified in the Schedule above.
  - b) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize is unavailable the Promoter reserves the right to substitute the prize to a prize of equal or greater value and specification.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. Each 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.
13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.rfg.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia and will be destroyed after five (5) years from the end date of the Promotion.
14. 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.
15. 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 and the provision of the prize is the sole responsibility of the Third Party Prize Supplier 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 Conditions of Entry,

to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the Third Party Prize Supplier to deliver the prize, any delay or failure relating to the prize itself or failure by the Third Party Prize Supplier to meet any of its obligations in these Conditions of Entry or otherwise.

16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
17. If for any reason any aspect of this Promotion 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 Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
18. 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 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.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion 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.
20. 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 Promotion 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).
21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
24. For the avoidance of doubt, this Promotion is managed solely by the Promoter and the Promoter has engaged JB Hi-Fi as the Third Party Prize Supplier.

#### **JB Hi-Fi Gift Card Terms & Conditions**

1. JB Hi-Fi Gift Cards (Gift Cards) entitle the holder to goods/services equal to the value stated on the Gift Card or remaining after partial redemption.
2. Gift Cards are only redeemable within any JB Hi-Fi Store in Australia and the online retail store [www.jbhifi.com.au](http://www.jbhifi.com.au)
3. Gift Cards are not redeemable for goods purchased from JB Hi-Fi Solutions (including goods purchased from JB Hi-Fi Solutions websites).
4. Gift Cards are not redeemable for JB Hi-Fi Education Orders, BYOD Portal Orders, Family and Friends Orders (Including goods purchased from related websites), Miele, Asko or Agency Products.
5. Gift Cards may not be exchanged (wholly or partly) for cash.
6. The value shown on a Gift Card includes GST.
7. Gift Cards are partially redeemable and any unused balance will remain on the Gift Card and cannot be redeemed for cash.
8. If the Gift Card holder's order exceeds the amount of the Gift Card, the Gift Card holder will be required to pay for the difference in price between the value of the Gift Card and the retail price of the goods or services.

9. All Gift Cards sold at JB Hi-Fi or at third party locations do not expire. Gift Cards can be redeemed at any time even if a Gift Card specifies an expiry date. This excludes Ultimate Kids Gift Cards and Ultimate Teens Gift Cards, which will be subject to the expiry date stated on those cards.
10. Should JB Hi-Fi suspect any fraud relating to a Gift Card, JB Hi-Fi may refuse to redeem the Gift Card until JB Hi-Fi is satisfied that no fraud has occurred.
11. JB Hi-Fi is not liable for any lost/stolen Gift Cards. Please contact a JB Hi-Fi store immediately if your Gift Card has been lost/stolen. Lost/stolen Gift Cards can only be replaced if satisfactory proof of purchase is provided and the Gift Card has not been redeemed.
12. Gift Cards are not sold and are unable to be redeemed at the Sydney International Airport store.
13. Gift Cards are not redeemable for other Gift Cards.