

"25 words or less" Roger Federer Competition 2020 Terms and Conditions

1. Information on how to enter and information on the competition form part of these Terms and Conditions. Participating in this competition is deemed acceptance of the Terms and Conditions of entry. Only entries which are submitted and comply with these conditions of entry may take part in this competition.
2. The offer is only open to Australian residents only aged 18 years or over. The directors and employees of the Promoter, its related companies, agencies, suppliers and JURA stockists (and members of all such persons' immediate families) are ineligible to participate in the competition. Entries with an address outside of Australia will be deemed invalid.
3. This competition cannot be accepted or used in conjunction with any other offer. It is not transferable or exchangeable by the consumer.
4. Subject to these Terms and Conditions and to enter, entrants must visit www.au.jura.com/win, enter their details and answer the question *"Tell us in 25 words or less how many coffees the Z6 made during the two week tournament and why Roger Federer loves his JURA coffee machine so much?"* Entries open 12/01/2020 and ends 02/02/2020 ("The Offer Period"). Participants must complete the online form including name, address, phone & email, accept the Terms and Conditions and submit the form by 11:59pm AEST 02/02/2020. Only one entry is permitted per person. The winner of the competition will be contacted and announced on social media on Friday 7th February 2020.
5. The competition is a game of skill, therefore chance plays no part in determining the winner. Each entry received will be assessed by judges at JURA Australia, 7-9 Hall Street, Hawthorn East VIC 3123. Judging will be based on accuracy of the guess, originality, literary and creative merit of the answer provided to the competition question.
6. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Terms & Conditions.
7. The best entry (from all entries received in The Offer Period), as determined by the judges, will win a JURA Z6 Diamond Black automatic coffee machine used and signed by Roger Federer valued at \$3,950. The machine will come with a certificate of authenticity signed by Roger Federer himself. The winner will be notified via email and/or phone. The coffee machine will consequently be sent to the winner's nominated address via a courier. All costs of delivery will be incurred by JURA Australia.
- 8) The prize value is correct at time of printing but no responsibility is accepted for any variation in value after printing.
- 9) The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
- 10) Incomplete or indecipherable claims and/or entries will be deemed invalid.
- 11) The following limits and conditions are applicable to claims and entries made/submitted in the promotion:
 - Only one (1) entry per participant is permitted in the Promotion; and
 - Each entry and claim must be made/submitted in accordance with entry requirements outline in (4)
- 12) If there is a dispute as to the identity of a participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the participant.
- 13) The Promoter's decision is final and no correspondence will be entered into.
- 14) If for any reason a participant does not claim the prize by the time stipulated by the Promoter, then the gift or Prize (as applicable) will be forfeited.

"25 words or less" Roger Federer Competition 2020 Terms and Conditions

15) The prize is not transferable or exchangeable and cannot be taken as cash.

16) When a participant submits any materials via the competition including comments, answers to questions, recordings and images ("Content"), the participant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Participants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

Participants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Participants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the participant agrees to indemnify the Promoter for any breach of the above terms.

17) By submitting an entry, Participants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18) If this competition 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel the competition, as appropriate.

19) Any cost associated with accessing the promotional websites is the participant's responsibility and is dependent on the Internet service provider used.

20) The use of any automated software or any other mechanical or electronic means that allows a participant to automatically claim or enter repeatedly is prohibited and will render all claims/entries submitted by that participant invalid.

21) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

22) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or

**"25 words or less" Roger Federer Competition 2020
Terms and Conditions**

third party interference; (c) any claim/entry 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 gift or Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a participant; or (f) use of a gift and/or a Prize.

23) As a condition of claiming a gift and/or a Prize, the participant must sign any legal documentation as and in the form required by the Promoter and/or gift/Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

24) 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 and gift/Prize suppliers. Participation 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 participant. Participants should direct any request to access, update or correct information to the Promoter. All claims become the property of the Promoter.

25) The Promoter is Jura Australia Espresso Pty Ltd (ABN 85 131 831 297) of 7-9 Hall Street, Hawthorn East Victoria, 3123.