

“MOCCONA CHILLED COFFEE \$3 CASH BACK OFFER” 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. Employees (and their immediate families) of the Promoter, participating Coles stores and agencies associated with this promotion are ineligible to claim.
3. Promotion commences on 13/08/2009 and all purchases must be made by 25/03/10. Claims close at close of business on 31/03/2010 (“Promotional Period”).
4. To be eligible to claim, individuals must (a) receive a promotional cash back flyer from a Moccona Chilled Coffee sampling station at a participating NSW, VIC or QLD Coles supermarket and then (b) choose to purchase either (i) Moccona Chilled Coffee Latte (250ml), (ii) Moccona Chilled Coffee Double Shot, (250ml) or (iii) Moccona Chilled Coffee Mocha (250ml) from any participating NSW, VIC or QLD Coles supermarket during the Promotional Period.
5. To claim, claimants must then, within seven (7) days of their purchase, take their promotional cash back flyer along with their original purchase receipt to any Australia Post outlet. Australia Post staff will verify the original purchase of the Moccona Chilled Coffee (and that it was made within seven (7) days) and upon verification provide the claimant with \$3 in cash.

Claims are limited to the first 1,000 claimants. All claims may have already been redeemed by the time a claimant may receive their promotional cash back flyer.

6. 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 claim process. Errors and omissions will 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.
7. Incomplete, indecipherable or illegible claims will be deemed invalid.
8. Only one (1) claim permitted per household.
9. Claimants will be notified immediately by Australia Post staff if they qualify or not. The Promoter’s decision is final and no correspondence will be entered into.

10. The first 1,000 valid claims received will each be awarded with \$3, awarded by Australia Post in the form of 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, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
12. 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 or offer 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; or (e) any tax liability incurred by a claimant.
13. The Promoter is Frucor Beverages (Australia) Pty Limited of Level 2, George Street North Strathfield NSW 2137. ABN 73 060 091 536. Telephone 1800 237 727