



**TOBY'S ESTATE**

— COFFEE ROASTERS —

## Toby's Estate Coffee Roasters x La Marzocco Linea Mirca Competition 2023

### Terms and Conditions

1. Information on how to enter and prizes form part of these Terms & Conditions. Any entry not complying with these Terms and Conditions is invalid.
2. The Promoter is Toby's Estate Coffee Pty Limited (ABN 86 084 104 423), 32-36 City Road, Chippendale New South Wales 2008. The Promoter can be contacted via email at [social@tobystate.com.au](mailto:social@tobystate.com.au) or phone 1300 074 178. (ACT Permit No. ACT TP 23/01001, NSW Permit No. TP/02348, SA Permit No. T23/779)
3. This competition is run in conjunction with La Marzocco Home Australia.
4. Entry is open to natural persons who are residents of Australia and living in Australia, aged 18 and over ("Eligible Entrant"). Directors, management, employees, officers, contractors, affiliates of the Promoter, Promoter licensees, Promoter café employees or of the agencies associated with this Promotion and their immediate families are ineligible to enter.
5. "immediate families" includes a spouse, ex-spouse, de-facto spouse, parent, step-parent, child or step-child (whether natural or adopted), sibling or step-sibling (whether natural or adopted), grandparent, aunt, uncle, niece, nephew or cousin, whether or not they live in the same household as the director, manager, employee, officer, contractor, affiliates of the Promoter, Promoter licensees, Promoter café employees and the agencies associated with this Promotion.
6. The promotion commences Monday 3 July 2023 and closes at 11.59pm AEST on Thursday 31 August 2023 ("Promotion Period").
7. To be eligible to win, Eligible Entrants must, during the Promotion Period, spend \$100 or more in one transaction online at [tobystate.com.au](http://tobystate.com.au). Eligible Entrants are automatically entered into the draw when they spend \$100 or more. Any purchases made after the competition closing date are not valid. Purchases made in physical stores and cafes are not valid.
8. Eligible Entrants may enter more than once during the Promotion Period.
9. Entries are deemed to be received at the time and on the date that they are received by the Promoter. Each entrant must create their own entry and only submit an entry in their own name.
10. The Promoter reserves the right to verify the validity of all entries and reserves the right to disqualify any individual entrant or group of entrants for tampering with the entry process.
11. All valid entries received during the Promotion Period will be entered in the draw or determination for which the entry is submitted.
12. The Total Prize Pool is \$8,022. There is only 1 Winner.
  - a. Prize includes 1 La Marzocco Linea Micra (choice of 6 colours), 1 La Marzocco Linea Micra Timber Kit (choice of 3 timber options), and a 12-month subscription for a Toby's Estate espresso blend (1kg per month).
13. The Winner will be drawn at random at 2pm AEST on Friday 1 September 2023 at 32-36 City Road, Chippendale NSW.
14. The Winner will be notified in writing by email on Friday 1 September 2023. If The Winner cannot be contacted or does not claim the prize within 14 days, the competition will be redrawn at 2pm AEST on Monday 18 September 2023 and the replacement Winner notified in writing by email on Monday 18 September 2023.

15. No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability, and the Promoter reserves the right to substitute any prize with another of equivalent value without giving notice, subject to regulatory approval.
16. The Prize will be despatched by La Marzocco. Coffee subscription will be despatched monthly by Toby's Estate.
17. The Promoter accepts no responsibility for any tax implications that may arise from the prize. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's guidance.
18. 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.
19. Each entry becomes the property of the Promoter. All personal information will be collected and stored by the Promoter in accordance with the Privacy Act 1988. All entrants have the right to access their personal information and request correction of any errors pursuant to the Privacy Act 1988.
20. By entering this competition, the Entrant agrees to receive marketing from the Promoter in relation to the competition.
21. The Promoter's decision is final, and no correspondence will be entered into.
22. The Promoter reserves the right to vary these Terms and Conditions or to modify, suspend, terminate or reschedule the Promotion, subject to regulatory approval.
23. By accepting the prize, the Winner agrees that the Promoter will publish his or her surname, initial and postcode on [tobysestate.com.au](http://tobysestate.com.au) within 30 days of the draw. The Promoter may use his or her name, image and/or photograph/s for publicity and promotion purposes, without compensation, and agrees that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the images and/or photograph/s.
  - a. If a redraw is required, the Promoter will publish the surname, initial and postcode of the replacement Winner on [tobysestate.com.au](http://tobysestate.com.au) within 30 days of the redraw.
24. The Winner (and any person receiving the benefit of a prize) may be required to sign a release in a form determined in the absolute discretion of the Promoter (or, where relevant, a prize provider).
25. 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.
26. This promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook, Instagram, or any other Social Network.
27. By entering this competition, the Entrant is indicating their acceptance and agreement to be bound by these terms and conditions.