

<b>Special Terms and Conditions of Application</b>	
Name	Harris Café Recovery Project ( <b>Project</b> )
Provider Details	Jacobs Douwe Egberts AU Pty Ltd ( <b>Harris</b> )
Website	www.harriscoffee.com
Application Period	The Application Period starts at 12:01am on 1 <sup>st</sup> July 2020 and closes at 11:59pm on 31 <sup>st</sup> August 2020. Harris will be considering and approving applications throughout the Application Period. As such, the full \$1 million value of the Support Package may be redeemed <b>before</b> the end of the Application Period and depending on the number of successful applicants. Harris reserves the right to extend the Application Period should the full \$1 million value not have been redeemed by the end of the Application Period.
Application Restrictions	<p>Application is only open to business owners of cafes in Australia (<b>Applicant</b>). The Applicant must be aged 18 and over and meet the Assessment Criteria. No other person can apply on behalf of the Applicant.</p> <p>Employees of Harris, Harris's associated companies, Harris's agencies associated with this competition and their immediate families are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.</p> <p>Applicants that own more than 3 café sites are ineligible to enter. For those that have two or three sites, the Applicant is only eligible to apply for one site.</p>
Key Conditions	<p><b>Successful Applicants are required to sign and return a Coffee Supply Agreement (Supply Agreement) indicating their agreement to the terms of supply and before the Support Package is awarded. A template of the Supply Agreement can be located <a href="https://www.harriscoffee.com.au/supply-agreement/">https://www.harriscoffee.com.au/supply-agreement/</a>. The Supply Agreement is a 36 month commercial arrangement with the first 12 months being the Support Package. The remaining 24 months will be a commercial arrangement between the parties where the Successful Applicant will purchase Beans, Cups and use Equipment at an agreed price and volume. For the avoidance of doubt, the Supply Agreement is to be negotiated between Harris and any Short-listed Applicants and must be agreed <i>before</i> the Support Package is awarded.</b></p> <p>The Applicant must not be under an exclusive coffee supply agreement with a coffee supplier (including with Jacobs Douwe Egberts AU Pty Ltd) unless this can be legally terminated by the time the Harris Coffee Supply Agreement is required to be executed. For the avoidance of doubt, the Applicant must not terminate any current coffee supply agreements unless it is contractually able to do so. If you become a Short-Listed Applicant, Harris may require you to confirm in writing that you are not prevented from entering into the new Supply Agreement due to any past contractual commitments.</p> <p>The Applicant confirms that the information provided in the Application is true and correct and that it has the authority to make this application on behalf of the Applicant (café owner).</p> <p>The Applicant reasonably believes it will remain solvent should the Support Package be provided. The Applicant acknowledges and agrees to Harris undertaking a credit check should the Applicant become a Short-Listed Applicant.</p> <p>The Applicant confirms that it is not currently intending to sell its business within the next 12 months from the end of the Application Period.</p> <p>The Support Package must only be used for the approved purpose (as set by Harris in its sole discretion) and in accordance with these terms and conditions and the Supply Agreement. The</p>

	Support Package (or part awarded to that Applicant) may be cancelled by Harris if all of these terms are not complied with by the Applicant.
Application Method	<p>To enter, Applicants must:</p> <ul style="list-style-type: none"> <li>• <b>Initial Application:</b> compete the application form at <a href="https://www.harriscoffee.com.au/cafe-entry/">https://www.harriscoffee.com.au/cafe-entry/</a> (<b>Application Form</b>), this includes providing Harris with the amount of coffee beans used pre-Covid in comparison to current consumption (as at the date of the Application) and outlining how the Applicant has been impacted by COVID-19 and/or the recent Australian bush fires.</li> <li>• <b>Short-listed Applicants:</b> <ul style="list-style-type: none"> <li>○ Upon considering the information provided in the Application Form and applying this against the Assessment Criteria, Harris may contact successful shortlisted applicants to undertake further evaluation (<b>Short-Listed Applicants</b>). This may include an in-person or phone interview with the Short-listed Applicant and other incidental attendances. The purpose is to gather further information about the Applicant.</li> <li>○ Following assessment of the above, Harris will contact approved Short-listed Applicants to undertake negotiations with Harris with the intention of entering into the Supply Agreement. Harris will also undertake a credit check on the Short-Listed Applicant and may require further details from the Applicant with its consent.</li> <li>○ Should the parties reach an agreement as to the terms of the Supply Agreement, Harris may then offer the Support Package to the successful applicant subject to execution of the Supply Agreement (<b>Successful Applicant</b>).</li> </ul> </li> </ul>
Maximum Applications Permitted	Limit one (1) Application per Applicant.
Assessment Criteria	<p>Harris will take the following factors into account when considering applications:</p> <ul style="list-style-type: none"> <li>• an assessment of the information provided by the Applicant as to why it needs support;</li> <li>• the financial situation of the Applicant (including credit worthiness);</li> <li>• comments obtained from local communities or customers of the Applicant;</li> <li>• information in the public domain about the Applicant; and</li> <li>• information provided by any Short-Listed Applicants as part of any interview process (if any).</li> </ul> <p>Each application received within the Application Period will be judged individually based on the assessment criteria above. Harris' decision is final, and absolutely no correspondence will be entered into. There is no appeal process.</p>
Notification	<p>Each Successful Applicant will be notified within 48 hours of Harris's decision being finalised and via the contact details provided in the Application Form. The name of each Successful Applicant will be announced via social media, mainstream media, Harris website and before the end of the Application Period. The Successful Applicant must keep the fact it has been successful confidential until Harris announces that it has been selected publicly.</p> <p>In the event that a Successful Applicant fails to respond to Harris's notification within 48 hours of being notified, the Successful Applicant's ability to claim the Support Package may be forfeited (at Harris's sole discretion).</p>
Support Package	Up to twenty-five (25) café operators will receive the following for a 12 month period:

	<ul style="list-style-type: none"> <li>• Harris Café Blend coffee beans (<b>Beans</b>);</li> <li>• Harris branded BioCup takeaway beverage cups and lids (<b>Cups</b>);</li> <li>• free-on-loan coffee machine and grinder (<b>Equipment</b>);</li> <li>• Harris barista training <b>once per year</b>;</li> <li>• up to AUD 5,000 in Harris branded marketing support (allocation of support to be negotiated between the parties); and</li> <li>• installation and servicing of the Equipment (servicing once per year, or as otherwise agreed between the parties)</li> </ul> <p>The amount of Beans, Cups and type of Equipment for each Successful Applicant will depend on agreed requirements between the Successful Applicant and Harris, and in accordance with each individual Coffee Supply Agreement. For the avoidance of doubt, the value may vary between Successful Applicants but the value of the total Support Package will be up to AUD 1 million.</p> <p>The volume of beans and cups to be provided to each Successful Applicant will be negotiated between the parties and agreed in the Supply Agreement. Should the Successful Applicant require more than what was agreed in the first 12 months, the Successful Applicant must pay for those <i>additional</i> beans and cups at the commercially agreed rate under the Supply Agreement.</p>
Withdrawal, variation, or suspend Support Package	<p>Harris may withdraw, reduce, vary or suspend the Support Package awarded to a Successful Applicant, in whole or in part if Harris finds that the Successful Applicant:</p> <ul style="list-style-type: none"> <li>• has failed to comply with any of these terms and conditions;</li> <li>• has failed to comply with the terms and conditions of the Supply Agreement (including the Commercial Terms);</li> <li>• has provided false information to Harris in respect of the Application information including any verbal conversations during the assessment process;</li> <li>• the Successful Applicant or any of your employees are the subject of an investigation by any regulatory body;</li> <li>• closes down the business at any point during the term of the Supply Agreement; or</li> <li>• becomes insolvent, or is placed into receivership, administration or liquidation.</li> </ul>
Social Media	<p>The promotion of the Project is running across Facebook and Instagram, which has its own technical requirements, terms and conditions and fair usage policies. Harris accepts no responsibility if an Applicant fails to follow the applicable requirements.</p> <p>The Project is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. By submitting an Application, each Applicant releases Facebook and Instagram from all liability in relation to the Project and acknowledges that the Project is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram and that any information provided by Applicants is provided to Harris and not to Facebook or Instagram.</p>

### Standard Terms and Conditions

1. Information on the Project and Application Process form part of these Terms and Conditions, which set out the requirements for the Application. Any Application not complying with these Terms and Conditions is invalid. By making an Application you are deeming acceptance of these Terms and Conditions. Redeeming the Support Package is contingent upon fulfilling all of the requirements set forth in these Terms and Conditions.

2. No Applications will be accepted outside of the Application Period unless approved by Harris in its sole discretion.
3. Harris will use its best endeavours to provide the Support Package as listed. If any of the components within the Support Package are unavailable for reasons beyond Harris's reasonable control, Harris reserves the right to substitute any of those components on offer for an item of an equivalent value and/or specification.
4. The Support Package, or parts of the Support Package, are not transferable or exchangeable and cannot be taken as cash.
5. Applicants agree that they are fully responsible for any materials and information they provide via the Application process including but not limited to comments, recordings and images (**Content**). Harris shall not be liable in any way for such Content to the fullest extent permitted by law. Harris may remove or decline to publish any Content without notice for any reason whatsoever.
6. By making an Application, each Applicant agrees to provide Harris with a perpetual royalty-free licence to use and reproduce the Content of their Application, including the business name and logos (and other intellectual property owned by the Successful Applicant) in any way including but not limited to all of Harris's social media pages and websites (and without compensation).
7. Applicants consent to Harris using their Café and the café operator's name, likeness, image and/or voice (as relevant) in the event they are a Successful Applicant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by Harris. Successful Applicants agree to being interviewed by Harris (and/or its agencies), including being recorded by film or otherwise, and providing reasonable access to its Café site for publicity purposes (and at times agreed with the Successful Applicant). The Successful Applicant agrees to fulfil the obligations in this clause in a positive and good faith manner. Successful Applicants consent to this content being used by Harris without compensation and in any media for an unlimited period of time and in Harris' sole discretion.
8. Should any employees of the Applicant be shown or be personally identifiable as part of the Content or in any content noted under clause 7 above, the Applicant will obtain written permission of use and agreement by those person(s) to our Privacy Policy (under clause 18).
9. 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 Australian Consumer Law as well as any other implied warranties under similar consumer protection laws in Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Harris (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.
10. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Harris (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 Harris's control); (b) any theft, unauthorised access or third party interference; (c) any Application that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Harris) due to any reason beyond the reasonable control of Harris; (d) any tax liability incurred by the Successful Applicant or Applicant; or (e) use of the Support Package.

11. Harris may require the Applicant to provide proof of identity, age, and authority. If any Application cannot be verified to Harris's satisfaction, the Application may be declared invalid.
12. Harris reserves the right to verify the validity of Applicants and may in its sole discretion disqualify any Application or refuse to award the Support Package to anyone who in its opinion has tampered with the Application process, has not complied with these Terms and Conditions, has gained any unfair advantage or has been successful by fraudulent means.
13. The Applicant agrees that Harris shall require that the Applicant return the Equipment and return any unused Beans, Cups (including lids), Harris branded materials and refund the \$5,000 marketing fund if Harris determines that the Support Package was awarded based on false or misleading information or was submitted without the appropriate authority, or there was otherwise a breach of these Terms and Conditions by the Successful Applicant.
14. Harris and any other agencies associated with this Project will not be responsible for any late, lost or misdirected entries, including but not limited to entries not received due to technical problems. Applications are deemed to be received at time of receipt by Harris's database and not at the time of transmission by the Applicant. Records of Harris are final and conclusive at the time of receipt.
15. If for any reason beyond Harris's reasonable control this Project is not capable of running as planned, for reasons including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the reasonable control of Harris which corrupts or affects the administration, security, fairness or integrity of the Project, Harris reserves the right in its sole discretion (subject to any written direction given by a relevant Regulatory Authority) to disqualify any Successful Applicant, or to cancel, terminate, modify or suspend the Project.
16. Harris accepts no responsibility for any tax implications that may arise from the redemption of the Support Package. It is the responsibility of each Successful Applicant to seek independent advice on the possible implications this may have on their own financial situation.
17. If all or any part of any term or condition contained in these Terms and Conditions shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Terms and Conditions to the extent of the unenforceability, invalidity or illegality and the other Terms and Conditions hereof shall remain in full force and effect as if the offending term or provision (or part thereof) had not been inserted herein.
18. Failure to supply all requested personal information at the time of submitting an Application may result in the Application being invalid. The information contained in the Application Form will be subject to Harris's Privacy Policy, available at <https://www.harriscoffee.com.au/privacy-policy/>.
19. By making an Application, Applicants consent to the release of their information to Harris's agencies in order for them to assist with the running of the Project.
20. By making an Application, the Applicant consents to being contacted by Harris (which is Jacobs Douwe Egberts AU Pty Ltd) for commercial opportunities that do not relate to the Project. You may opt-out of this consent at any time by contacting Harris.
21. Harris's decision in relation to any aspect of the Project or Application is final and binding on every person who enters, and no correspondence will be entered into.