TERMS AND CONDITIONS OF ENTRY FOR THE COFFEE GUY 'MOTHERS DAY' PROMOTION

Participation in The Coffee Guy's MOTHERS DAY (the "**Promotion**") constitutes acceptance of the following terms and conditions ("**Terms and Conditions**")

1.1 Information on how to enter the Promotion and the prizes form part of these Terms and Conditions. All entries must comply with these Terms and Conditions to be valid.

1.2 Eligible entrants (as defined by clause 2 below) are responsible for ensuring his or her familiarity with the Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of that restriction or of the Terms and Conditions generally.

1.3 All eligible entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

1.4 Entries not complying with these Terms and Conditions are ineligible and the Promoter reserves its absolute right to disqualify any entrant from the Promotion if any entries do not comply with these Terms & Conditions.

2. Eligible Entrants

2.1 Entry is open to New Zealand residents in New Zealand.

2.2 Employees of the Promoter, including all retail staff, and their immediate families (including 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, bother, sister, step-brother, step-sister or cousin) and associated agencies, providers and companies of the Promoter associated with this Promotion are *not* eligible to enter.

2.3 Entry to the Promotion is only open to individuals aged 18 years or older at the time of entry.

2.4 Entrants can only enter in their own name.

2.5 The Promoter reserves the right to verify the validity of entries and Entrants (including age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or if the Entrant is engaged in any unlawful or other improper conduct which jeopardises the proper conduct of the Promotion. The Promoter's legal right to recover damages or other compensation in such instances is reserved. If the Promoter suffers loss or incurs any costs in connection with any breach of the Terms and Conditions or any other legal obligation of the Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

2.6 Individuals who meet the criteria in conditions 2.1-2.5 are '**Eligible Entrants'** or **'Entrants'**.

3. Promotion Period

3.1 The Promotion commences at 6.00am (NZST) on MONDAY 4TH May 2026 and closes at 5.00pm (NZST) on Sunday 24th of May 2026 ("**Promotion Period**").

3.2 The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period.

4. How to Enter

4.1 Entry is via a QR code (See appendix 1).

4.2 To be eligible for entry, an Eligible Entrant must, during the Promotion Period:

a) Make a hot beverage purchase of any type.

b) Purchase a Prepay Card.

4.3 One Entry per purchase is permitted.

4.4 Eligible Entrants may enter as many times as they wish provided; they comply with these Terms and Conditions.

4.5 An entry is deemed to be completed upon receipt of a completed entry form by The Coffee Guy Operator.

4.6 The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission. Further, the Promoter shall not be responsible for any entries that are not received or are otherwise interfered with due to problems with communications services.

5. Prize Draw & Notification of Winners

5.1 The prize draw will be conducted at 12.00pm NZST on Monday 25th May 2026 by Café Coffee & Bakery Systems, Unit 3B, 48 Oakleigh Avenue, Takanini, 2112.

5.2 All valid entries received during the Promotion Period will be entered in the draw and stand a chance to win a Prize (as defined by clause 6 below).

5.3 Winners will be selected at random.

5.4 Twenty (20) winners across The Coffee Guy brand will be notified via phone, via the contact details as inputted by the Entrant on the entry online, within 7 days following the draw by the Promoter. The Promoter will make reasonable attempts to contact the Winner in the method described in this clause. However, should a Winner not be contactable within this time frame, the Promoter may, in its discretion, look to draw another Winner.

5.5 Within seven (7) days of being notified of winning the Prize. The Coffee Guy Franchisee will then promptly arrange for the Prize to be picked up from their Coffee Guy Van location by the Winner.

5.6 The Winners first name and last name initial and photo may be published on The Coffee Guy website, Facebook and Instagram fan page in a prominent place for a period determined by the Promoter in its absolute discretion.

5.7 The Promoter may select additional reserve entries and record them in case the winner is unable or unwilling to take the Prize.

5.8 The Promoter's decision is final, and no correspondence will be entered into. Prizes will only be awarded following any winner validation and verification that the Promoter requires.

5.9 The Promoter may conduct an unclaimed prize draw three (3) months after the original date for the Prize Draw at 12pm NZST on Tuesday 25th August 2025 at the Promoter's Auckland head office located Unit 3B, 48 Oakleigh Avenue, Takanini, Auckland 2112 to distribute any prizes unclaimed by the prize draw date; subject to any written directions given by a relevant lotteries or gaming authority. Winners of any unclaimed prize will be notified in writing and by phone and have their names listed on the Coffee Guy website(www.thecoffeeguy.co.nz) and a new Winner will be notified by phone as inputted in the entry form and must confirm, in writing, its acceptance of the prize and terms and conditions on a date specified by the Promoter.

6. Prizes

6.1 There are Twenty prizes total to be won. There is one national (1) x $200 Visa Prezzy card, Nineteen local (19) x $50 Visa Prezzy gift cards. Each Winner will receive either one (1) $200 Visa Prezzy gift card (valued at $200.00), or one of (19) $50 Visa Prezzy gift cards (valued at $50.00)

6.2 The total prize pool is valued at $1150.00 (inclusive of all taxes, fees and GST).

6.3 There are Twenty (20) Prizes to be won. Prize values are correct at the commencement of the competition. No responsibility is taken by the Promoter for any variation in this respect.

6.4 Once the Prize has left The Coffee Guy's operators, the Promoter takes no responsibility for any damage or loss that may occur.

6.5 If the Prize or a part of the Prize is unavailable, for whatever reason, the Promoter, in its absolute discretion, reserves the right to substitute and or vary the Prize (or a part thereof) with a prize to the equal value and or specification, subject to any direction from a State and/or Territory regulatory authority where necessary.

6.7 The Prize is to be taken 'as is' and without any kind of warranty or customisation.

6.8 The Prize or any unused portion of the Prize is not transferable or exchangeable and cannot be taken for cash. Any ancillary costs associated with redeeming the Prize is not included and must be borne by each Winner. If for any reason a Winner does not take a Prize (or any portion of that Prize) by the time stipulated by the Promoter, the Prize (or any unused portion of that

Prize) will be forfeited.

7. General

7.1 The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.

7.2 Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Entrant.

7.3 Any costs associated or arising in connection with winning a prize or, with accessing the website is the entrant's responsibility and is dependent on the internet service provider used. Eligible Entrants must submit their entries manually in-store via the competition entry cards and box.

7.4 The Promoter reserves the right, at any time, to verify the validity of prize claims/entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits a prize claim that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoters discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7.5 If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant. If the Winner cannot be identified or otherwise contacted by the Promoter, the Promoter reserves the right to select another Entrant as the Winner.

7.6 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 control of the Promoter, the Promoter reserves the right, to the fullest extent permitted by law to (a) disqualify any Entrant; or (b) to modify, suspend, extend, terminate or cancel the Promotion.

7.7 Nothing in the Terms and Conditions limit, exclude or modify 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 similar consumer protection laws.

7.8 A request by an Entrant to change or modify any information provided should be directed to the Promoter in writing.

7.9 Entrants consent to the Promoter using the Entrants name, likeness, image and/or voice in the event they are a Winner in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting products manufactured, distributed and/or supplied by the Promoter.

7.10 All entries become property of the Promoter. By entering this Promotion, each entrant is taken to consent to the Promoter and The Coffee Guy using the Entrant's personal information to administer the Promotion, announce the Winners and disclose the Entrant's personal information to organisations that assist the Promoter and The Coffee Guy with administering the Promotion and announcing the Winner, and to third parties as required by law (including authorities that regulate this Promotion, as the case may be). The Promoter is bound by the National Privacy Principles in the Privacy Act 2020 and by entering the Promotion, the entrant is taken to consent to the Promoter's privacy policy.

7.11 Any tax liability arising as a result of accepting any prize is the responsibility of each Winner.

7.12 The use of any automatic entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by that entrant invalid.

7.13 Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and related bodies corporate) shall not be 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 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 entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the control of the Promoter; (d) any tax liability incurred by the Winners or any Entrant; or (e) taking of and redemption of the Prize including the personal use of the Prize.

7.14 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, prize suppliers and, as required, to New Zealand regulatory authorities. Entry is conditional upon providing this information. It is a condition of entry that the entrant agrees to be entered into The Coffee Guy database. 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, sending newsletters and other promotional offers or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter, in writing.

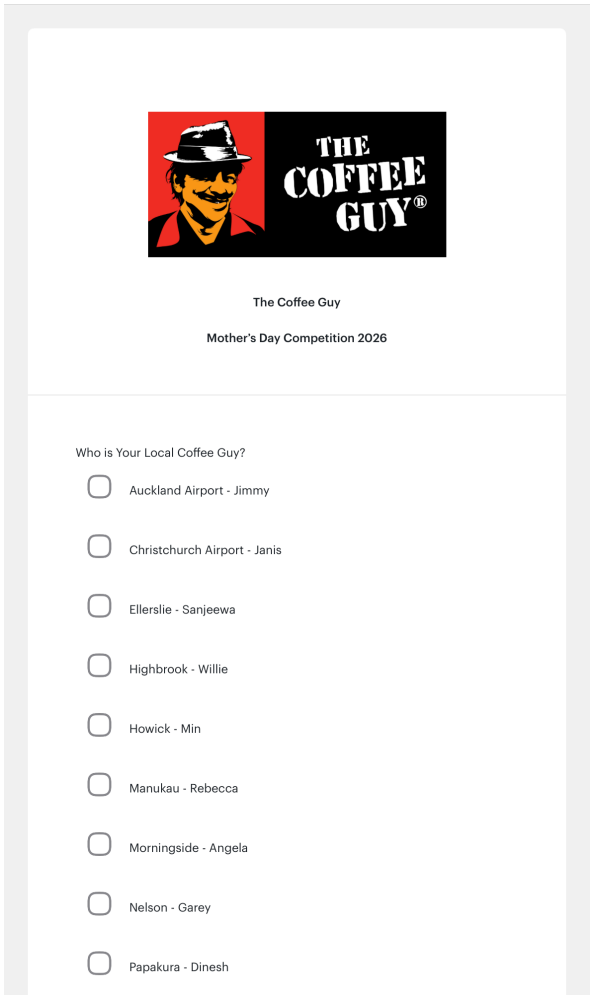
7.15 All personal details of entrants will be stored at the office of the Promoter and/ or its nominees. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, write to design@ccbs.co.nz. Information will be removed as soon as reasonably possible in accordance with applicable laws.

7.16 If for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any of causes outside the Promoters control including but not limited to war, terrorism, state of emergency, disaster or which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves its right, in its absolute discretion, to take any action that may be available to it, including cancelling, terminating, modifying or suspending this Promotion.

7.17 The laws of New Zealand apply to this Promotion. Entrants submit to the exclusive jurisdiction of the courts of New Zealand.

The Promoter is Café Coffee & Bakery Systems (NZ) Ltd (NZBN: 9429042102304) of Unit 3B, 48 Oakleigh Avenue, Auckland 2112 and its substitutes, successors and permitted assigns ("the Promoter'). For more information or to discuss the Promotion, please send any queries via email to design@ccbs.co.nz.

Appendix one



The Coffee Guy

Mother's Day Competition 2026

Who is Your Local Coffee Guy?

- [ ] Auckland Airport - Jimmy
- [ ] Christchurch Airport - Janis
- [ ] Ellerslie - Sanjeewa
- [ ] Highbrook - Willie
- [ ] Howick - Min
- [ ] Manukau - Rebecca
- [ ] Morningside - Angela
- [ ] Nelson - Garey
- [ ] Papakura - Dinesh