SELL IT BUY IT SOUTH AUSSIE WITH COSI SOCIAL MEDIA PROMOTION TERMS AND CONDITIONS

1. THE PROMOTION

(1) Information on how to enter and prizes form part of these Terms and Conditions. Entry in the SELL IT BUY IT SOUTH AUSSIE WITH COSI (**Promotion**) is deemed acceptance of these Terms and Conditions.

(2) The Promotion commences at 6:00pm ACDT, Monday 9 November 2026 and closes at 10:00pm ACDT, Sunday 22 November 2026 (**Promotion Period**).

(3) The Promotion is a game of skill.

1. PROMOTER'S DETAILS

The promoter is South Aussie with Cosi Pty Ltd ABN 55 152 374 340 of 40 Port Rd Hindmarsh South Australia 5007 (**Promoter**).

1. ELIGIBILITY (5) An Entrant must not submit any entry:

(1) Subject to **clauses 3(2)** and **3(3)**, entry in the Promotion is open to any resident of South Australia who is 18 years or older (**Eligible Entrant**).

(2) Employees and their immediate families of the Promoter and SELL IT BUY IT and their affiliates and subsidiaries are not eligible to enter.

(3) The Promoter reserves the right to verify the validity of each entry. The Promoter reserves the right to disqualify any person for tampering with the entry process or who otherwise does not comply with these Terms and Conditions.

(4) Each Eligible Entrant may only submit one entry.

4. HOW TO ENTER THE PROMOTION

(1) To enter the Promotion, an Eligible Entrant must:

- "Like" the SELL IT BUY IT Facebook page
- Set up a FREE SELL IT BUY IT account & list one valid item for sale
- Comment on one of the relevant Promotional Posts on South Aussie with Cosi & Cosi Andrew Costello Facebook pages what they will do with the $5,000 if they win (in 25 words or less)

(2) An Eligible Entrant who submits a valid entry by following the process set out in **clause 4(1)**, will be an "**Entrant**" and their entry will be judged in accordance with **clause 6**.

(3) Entries received outside of the Promotion Period will be ineligible for entry. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.

(4) Any Entrant found to have used multiple social media accounts to enter will be ineligible.

(a) that contains images of another person without that person's permission (or in the case of a minor, the minor's parent(s) or legal guardian(s) permission);

(b) for which a third party holds the intellectual property rights where the Entrant has not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose;

(c) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia; or

(d) that may be used in connection with spamming, phishing, trolling or similar activities.

(6) Unacceptable entries may be deemed invalid, at the Promoter's sole discretion.

5. THE PRIZE

The Promoter is offering Eligible Entrants the chance to win a cash prize, issued in accordance with **clause 7** (**Prizes**). The cash prize is $5,000 (incl GST).

PRIZE WINNER (4) If the Prize Winner: responds before 5:00pm ACDT on Monday 23 November 2026, they will have been deemed to have accepted their Prize (**Winner's Acceptance**); or

fails to respond by 5:00pm ACDT on Monday 23 November 2026, their prize will be deemed unclaimed and a new Prize Winner will be selected in accordance with clause 6(1).

(1) All judging decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. Judging criteria: All entries will be judged on creativity, literary merit, originality, suitability, or as otherwise specified. The Entrant selected by the Promoter will be determined to have won the prize (**Prize Winner**).

(2) The Prize Winner will be selected by the Promoter at 9:00am ACDT on Monday 23 November 2026 at 40 Port Road, Hindmarsh, South Australia.

(3) The Promoter will notify the Prize Winner before 5:00pm ACDT on Monday 23 November 2026 by:

(a) private online message to the Prize Winner's Facebook account that posted the entry

7. PRIZE DETAILS

(1) Within a reasonable timeframe after the Winner's Acceptance, the Promoter will contact the Prize Winner directly to arrange delivery of the $5,000 (this will be via direct bank transfer or cheque from SELL IT BUY IT whatever is more agreeable to the prize winner)

8. OTHER MATTERS RELATING TO THE PROMOTION

(1) It is a condition of accepting the Prize that the Prize Winner and his/her companions may be required to sign a release of liability in a form to be determined in the absolute discretion of the Promoter.

(2) If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.

(3) It is a condition of accepting a Prize that the Prize Winner accepts the conditions applicable to the individual components of the Prize. The Prize cannot be transferred or exchanged.

(4) Subject to State legislation and (if required) the approval of any relevant gaming authorities, the Promoter reserves the right to substitute the Prize in whole (or any of its components), with a substitute prize of equal or greater value and the Prize Winner will be notified accordingly.

(5) Acceptance of the Prize is deemed consent for the Promoter to use the Prize Winner's details, voice, image, likeness and for promotional, marketing and publicity purposes on the Promoter's website or in other forms of social media or on other websites or in any other media used by the Promoter for an indefinite time without any further attribution, reference, payment or other compensation to the Prize Winner.

(6) Each Entrant must comply with any requirements for the use of Facebook, and his/her Facebook account. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. The Entrant understands that the Entrant is providing its information to the Promoter and not to Facebook. The information the Entrant provides will only be used for prize notification, competition related announcements and the Promoter's communications. By entering into this Promotion, the Entrant agrees to release Facebook from any or all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

(7) Each Entrant acknowledges that the public will have the capacity to comment on the entry and will not hold the Promoter liable for the publication of any comments,

whether derogatory, offensive, racist, defamatory or otherwise, posted in relation to the entry.

9. PRIVACY

By entering this Promotion, each Entrant is taken to consent to the Promoter using the Entrant's personal information to administer the Promotion and disclosing the Entrant's personal information to organisations that assist the Promoter with administering the Promotion to third parties as required by law. If the information requested is not provided by the Entrant, the Entrant may not participate in the Promotion. For details about how the Promoter may use the Entrant's information, and what the Entrant's rights are under Australian privacy laws, the Entrant should contact the Promoter at southaussiewithcosi.com.au

10. LIABILITY

(1) 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 (Schedule 2 to the Competition and Consumer Act 2010 (Cth), or similar state-based consumer protection laws (**Non-Excludable Guarantees**).

(2) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude 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: corporate; (iv) any tax liability incurred by a Prize Winner or Entrant; or (v) use of a Prize.

11. VARIATIONS

(1) The Promoter in its sole discretion may modify, suspend or terminate all or part of the Promotion, or disqualify and prohibit further participation in this Promotion, in the event that any portion of this Promotion is compromised by a virus, bugs, non-authorised human intervention, hackers or other causes beyond the reasonable control of the Promoter which, in the sole opinion of the Promoter, corrupts or impairs the administration, security, fairness, or proper conduct of the Promotion.

(2) The Promoter reserves the right to update these Terms and Conditions from time to time in its sole discretion for administrative reasons or to ensure efficient operation of the Promotion. Changes will be posted on the Promoter's website at southaussiewithcosi.com.au

12. GENERAL

(1) Failure by the Promoter to enforce any one of these Terms and Conditions in any instance(s) will not give rise to any claim or right of action by any Entrant or Prize Winner or other person.

(2) The laws of the State of South Australia apply to this Promotion