

## PERFECT YOUR PIZZA SKILLS IN NEW YORK

### TERMS AND CONDITIONS

1. The promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669), Level 2, 40 River Boulevard, Richmond, VIC, 3121 (“the Promoter”).
2. The “Entrant” is any eligible entity that has entered this promotion in accordance with these terms and conditions.
3. Information on how to enter, prizes, and other details contained within promotional advertisements form part of these terms and conditions. By entering this promotion, or using or taking a prize, the Entrant acknowledges that they have read and understand and agree to be bound by these terms and conditions. Entries not completed in accordance with these terms and conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.
4. Entry is open to all Australian food service businesses, (excluding those with an indirect supply agreement with the Promoter) who have purchased from their foodservice distributor in one transaction:
  - (a) at least \$200 (based on distributor invoiced price) of Eligible Products;
  - (b) with at least two (2) different types of Eligible Products in the same transaction; and
  - (c) have provided photographic evidence of proof of purchase as part of their entry.

Persons under the age of 18 are not eligible to enter on behalf of their employer.

All management and employees of the Promoter and its associated companies/ subsidiaries, and their immediate families, and all agents of the Promoter, are not eligible to enter.

5. The list of eligible products are as follows (“Eligible Products”):

Code	Product	Size	Units per Outer
3101565	Perfect Italiano Mozzarella Block	10kg	2
3101033	Perfect Italiano Ultra Mozzarella Shredded	6kg	2
3101565	Perfect Italiano Traditional Mozzarella Block	5kg	4
3000877	Perfect Italiano Traditional Mozzarella Shredded	6kg	2
104049	Perfect Italiano Traditional Mozzarella Shredded	2kg	4
3101218	Mainland Mozzarella Shredded	2kg	6
3002001	Perfect Italiano Parmesan Shredded	1kg	6
106026	Perfect Italiano Parmesan Shaved	1kg	6
104799	Perfect Italiano Parmesan Grated	3kg	4
3002574	Perfect Italiano Parmesan Grated	1.5kg	4
115165	Anchor Cooking Cream	1L	12

114754	Anchor Extra Yield Cooking Cream	1L	12
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The Promoter reserves the right to authorise product substitutions should any product be out of stock during the Promotional Period.

6. To enter the promotion, an authorised representative on behalf of the business, must before 11.59pm AEDST on Wednesday 31<sup>st</sup> October 2018, enter all requested details to the entry website, and upload photographic evidence that they have met the criteria in clause 4 during the Promotional Period. The proof of purchase must clearly state the price paid per item, the number of individual items purchased in one transaction, the distributor from which the products were purchased, the date that the products were ordered, and business name and address details of the purchaser. The Promoter reserves the right to request that Entrants provide proof of purchase for all entries received. Failure by the Entrant to provide proof of purchase for each entry, may, in the absolute discretion of the Promoter, result in all of an Entrant's entries to be deemed invalid.

7. The promotion opens at 12:01am (AEST) on Monday 3<sup>rd</sup> September 2018, and closes at 11:59pm (AEDST) on Tuesday 30<sup>th</sup> October 2018 ("the Promotional Period"). All entries must be received by the Promoter by 11.59pm (AEDST) on Wednesday 31<sup>st</sup> October 2018.

8. Entries will be deemed to be accepted at the time of receipt into the Promoter's database, and not at the time of transmission. Incomplete or incomprehensible entries will be deemed invalid. Only one (1) entry is permitted per qualifying purchase. Each business may enter a maximum of four (4) times throughout the Promotional Period with a maximum entry of one (1) entry per week. Entrants can only enter in their own name. The use of automatic entry software or similar devices is prohibited.

9. Entries will be divided into the following "State Groups": NSW/ACT, Vic/Tas, SA/NT, WA & Qld. The first valid entry drawn, from all entries received in each State Group, will each win the major prize as specified below. The next ten valid entries drawn, from all entries received in each State Group, will each win the minor prize of a \$200 EFTPOS Gift Card.

10. The major prize is a trip for two (2) adults to New York to attend the 2018 International Pizza Expo (scheduled to take place in March 2018) valued at up to AUD \$20,000, depending upon point of departure. The prize includes:

- (a) Two (2) airfares from the prize taker's nearest Australian capital city to New York;
- (b) Seven (7) nights five (5) star accommodation, at a place determined by the Promoter;
- (c) Return transfers from a New York airport to accommodation;
- (d) Travel insurance, as determined by the Promoter;
- (e) Course for two (2) adults at a pizza school;
- (g) Set breakfast each day of the trip for two (2) adults;
- (h) Set dinner for two (2) adults for one (1) night, and;
- (i) AUD \$2,000 spending money awarded in the form of an EFTPOS Gift Card.

Travel and accommodation are subject to availability at time of booking, and must be taken to coincide with the pizza school in New York. Each prize taker and their chosen guest must travel

together and share the same itinerary. Luggage check-in and extra options (e.g. speedy boarding, seat and/or meal selection, upgrades, etc.) will be the cost and responsibility of the prize taker. All other expenses including but not limited to ground transportation to and from the departing airport, additional ground transport, all other transfers, meals and beverages, gratuities, applicable taxes, visa fees, hotel service charges, airport taxes, surcharges, travel and medical insurance (other than provided by the Promoter), additional spending money, personal expenses, souvenirs, upgrades, incidentals and expenses not expressly specified herein are the sole responsibility of the prize taker and their chosen guest. The major prize taker may be required to present their credit card at time of accommodation check in.

The prize taker and their chosen guest will be responsible for ensuring travel papers, including passports (with more than six months until expiry at the time of travel) and visa and, where necessary, for obtaining appropriate vaccinations and inoculations are in good order and are valid prior or and for the duration of the trip.

The Promoter is not responsible for making alternative arrangements or prizes available if the prize taker or their chosen guest does not acquire the necessary travel papers or visa. In the event that a prize taker or their chosen guest does not acquire the necessary travel papers or visa, the prize shall be forfeited.

11. The draw will take place at Fonterra Australia Corporate Centre, Level 2, 40 River Boulevard, Richmond, VIC, 3121 on 15<sup>th</sup> November 2018 at 11:00am (AEDST).

12. The Promoter's decision is final and no correspondence will be entered into. The total prize pool value in each State Group is up to \$22,000.

13. Winners will be notified by email within 2 days business days of the draw. Winners may be published on the promoter's website.

14. Use of the EFTPOS Gift Cards are subject to the issuer's standard terms and conditions. It is the responsibility of the winner to ensure their EFTPOS Gift Card is activated within the activation period outlined by the issuer. Prizes, including any unused portion, are not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars and are the recommended retail value as provided by the supplier and are correct at time of printing. The Promoter accepts no responsibility for any variation in the value of the prize. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any applicable State regulation. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability, or merchantability of the prize(s).

15. Should any prize for the promotion remain unclaimed as at 25<sup>th</sup> January at 11:00am (AEDST), the Promoter may conduct a further draw as is necessary to distribute the prize at Fonterra Australia Corporate Centre, Level 2, 40 River Boulevard, Richmond, VIC, 3121, on 25<sup>th</sup> January 12:00pm (AEDST), subject to any directions from a regulatory authority. The winner, if any, will be notified by email within 2 business days of the draw and may be published on the promoter's website.

16. Each prize will be awarded to the winning eligible business, which must nominate who will take the prize ("the prize taker") by the time specified by the Promoter. The Promoter accepts no responsibility if the winning business fails to nominate the prize taker in the required time.

17. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age, place of residence and proof of purchase). Proof of

identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter.

18. The Promoter and its associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit. Once a prize has left the Promoter's premises, the Promoter will not be responsible for any delay or failure to deliver, or damage caused to the prize during transit.

19. The Promoter reserves the right to refuse to allow a prize taker (or their companion) to take part in any or all aspects of the prize, if the Promoter determines in consultation with a doctor, in their absolute discretion, that a prize taker (or their companion) is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the prize taker (and his/her companion) may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

20. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

21. 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, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

22. 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: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; any entry or prize claim, passport or visa application 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; any variation in prize value to that stated in these terms and conditions; any tax liability incurred by the winner or entrant; any prize(s); or participation in or use of any prize.

23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

24. The Promoter may require the winner(s) from the promotion to partake in media exposure, including but not limited to future promotional, marketing and publicity without any further reference, payment or other compensation.

25. All entry details become the property of the Promoter. The Promoter may use the name and photograph of the prize winning businesses and prize taker(s) for promotional purposes without compensation, unless the prize winning business or prize taker advises the Promoter otherwise when accepting the prize. By entering the promotion, unless the Promoter is otherwise advised, individuals consent to the Promoter using their personal information provided for facilitating the promotion, awarding prizes and for future promotional, marketing and publicity purposes, and

disclosing that information to its related entities and contractors for those purposes. The individual(s) personal information may be disclosed to State and Territory lottery departments as required by law. By entering the promotion, unless the Promoter is otherwise advised, individuals consent to the Promoter sending future marketing materials to individuals including by electronic messages. Individuals may ask the Promoter to access that personal information and request that corrections be made to it.

26. A copy of the Promoter's privacy policy is available by visiting <http://fonterrafoods-services.com.au/privacy.php> and following the relevant links. A request to access, update or correct any information should be specifically directed to the Promoter at Level 2, 40 River Boulevard, Richmond, VIC, 3121.

27. Authorised under NSW Permit LTPS/18/25960, SA Permit T18/1165, ACT Permit TP18/01274.