

“FONTERRA SURVEY PROMOTION” (“Promotion”)

TERMS AND CONDITIONS

1. Information on how to participate and gifts form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669) of 327 Ferntree Gully Rd, Mount Waverley VIC 3149, telephone (03) 8541 1588 (“**Promoter**”).
3. The Promoter’s decision in relation to this Promotion and these Terms and Conditions is final and no correspondence will be entered into.

WHO CAN PARTICIPATE

4. Entry in this Promotion is only open to Australian residents who are **aged 18 years or over** and who receive a promotional email requesting them to enter one of the two (2) surveys in this Promotion (“**Eligible Entrants**”).
5. Management and employees of the Promoter, its associated companies/subsidiaries, and agencies associated with this Promotion are ineligible to participate.

PROMOTION PERIOD

6. The Promotion commences at 12.01am AEDST on 09/11/2017 and closes at 11.59pm AEDST on 06/12/2017 (“**Promotional Period**”).

HOW TO ENTER

7. There will be two (2) promotional surveys for this Promotion, namely “Survey 1” or “Survey 2”.
8. To participate in the Promotion, Eligible Participants must, during the Promotional Period,
 - a. receive a promotional email containing a link to one (1) of the surveys from the Promoter; and must then
 - b. click on the link and successfully complete the survey in full in accordance with the directions provided by the Promoter (“**Eligible Entry**”).
9. Each Eligible Entrant is only permitted to complete one (1) of the surveys. By successfully completing one (1) of the surveys the Eligible Entrant will receive one (1) Eligible Entry.

PRIZES

10. The first one hundred (100) Eligible Entrants to complete Survey 1, and the first one hundred (100) Eligible Entrants to complete Survey 2, will each receive the prize of a \$20 EFTPOS cash card. EFTPOS cash cards will be distributed to winners via registered mail. Winners should allow up to twenty-eight (28) days following the end of the Promotional Period to receive their prize. Each EFTPOS cash card is valid for twelve (12) months from activation. Redemption and use of each EFTPOS cash card is subject to the standard terms and conditions of the issuer (see <http://www.giftcardplanet.com.au/eftpos-cardholder-terms> for details and EFTPOS cash card terms). The Promoter accepts no responsibility for any EFTPOS cash card that is expired, lost, stolen or tampered with in anyway. Any ancillary costs with redeeming the EFTPOS cash card are the responsibility of the winner. The winners of the EFTPOS cash cards will be notified by email within two (2) days of the end of the Promotional Period.

Each Eligible Entry will go into the draw to take place at the Promoter's office at 12pm on 13/12/2017. The winners will be notified by email within two (2) days of the draw and winners of prizes valued at over \$250 will be published at <http://www.fonterrafoodservices.com.au/news.php> on 20/12/2017.

11. The first five (5) valid entries drawn in the draw will each win the prize of a Kamikoto Santoku seven (7) inch knife valued at RRP \$854.
12. Total prize pool value is \$8,270.

The draw for any unclaimed prizes will take place at the same time and place as the original draw on 14/3/2018, subject to any directions from a regulatory authority. The winners, if any, will be notified by email within two (2) days of the draw and winners of prizes valued at over \$250 will be published at <http://www.fonterrafoodservices.com.au/news.php> on 21/03/2018.

VERIFICATION

13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence and/or employment) and to disqualify any entrant who submits an entry 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 Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. 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 who is to be awarded a prize. If more than one (1) person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the rightful prize claimant is.

GENERAL

15. Incomplete or indecipherable surveys/entries will be deemed invalid.
16. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.
17. The Promoter is not responsible for technical difficulties with the entry/survey mechanisms and does not warrant that the entry/survey mechanisms will be available at all times during the Promotional Period.
18. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
20. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise stipulated.
21. If for any reason an Eligible Entrant does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.
22. If a prize is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from the relevant regulatory authorities.
23. The Promoter accepts no responsibility for any tax liabilities that may arise from claiming or receiving the benefit of a prize.
24. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from the relevant regulatory authorities.

25. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry/survey mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry/survey process, will be deemed ineligible.
26. The:
- a. Promoter, the Promoter's related entities, and all agencies associated with the Promotion; and
 - b. employees, agents, directors and contractors of all entities referred to in this clause,

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

27. As a condition of accepting a prize, an Eligible Entrant may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form. For the avoidance of doubt, each Eligible Entrant acknowledges and agrees that he/she will have no right to call upon the Promoter to deliver up all or any part of the prize and the Promoter will have no obligation to deliver all or any part of the prize to an Eligible Entrant, unless and until the Eligible Entrant signs such documentation. This condition is for the benefit of the Promoter and may be waived by the Promoter at any time.
28. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice (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 the Promoter.

PERSONAL INFORMATION

29. All entries become the sole property of the Promoter.
30. All information entrants provide (“**Personal Information**”) will be used by the Promoter for the purpose of administering this Promotion, verifying entrants and awarding the prizes.
31. The Promoter may disclose ' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
32. The Promoter's treatment and storage of any information provided by entrants will be handled in accordance with all applicable laws in Australia.

OPTING-IN TO HEAR FROM THE PROMOTER

33. By submitting an entry in the Promotion, entrants understand that the information they provide will be entered into a database, and the Promoter, the Promoter's related entities and agencies engaged by the Promoter may use the participant's Personal Information for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.
34. Entrants can request access to update or correct their Personal Information held by the Promoter and may request that they not receive further promotional or marketing communications from the Promoter by contacting the Promoter by phone - 1300 738 484 or via email - csaustralia@fonterra.com

PROMOTER'S PRIVACY POLICY

35. Participants may view the Promoter's privacy policy by visiting <http://www.fonterrafoodservices.com.au/privacy.php>

