

# “SLICE OF SUMMER PROMOTION” (“Promotion”)

## TERMS AND CONDITIONS

1. Information on how to enter and prizes 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. Participation in this Promotion is only open foodservice businesses located in Australia, excluding those an indirect supply agreement with the Promoter (“**Eligible Entrants**”).

Eligible Entrants must authorise an individual aged 18 years or older, to participate on its behalf (“**Contact**”). Receipt by the Promoter of Contact name on an entry is deemed to constitute valid authorisation by the Eligible Entrant.

5. Management and employees of the Promoter, its associated companies/subsidiaries, and agencies associated with this Promotion are ineligible to enter.

## PROMOTION PERIOD

6. The Promotion commences at 12.01am AEDST on 30/10/2017 and closes at 11.59pm AEDST on 10/12/2017, or once 2,000 entries are received, whichever occurs first- (“**Promotional Period**”). Entries received outside of the Promotional Period will not be accepted.

## PARTICIPATING PRODUCTS

7. The participating Fonterra products for the purpose of this Promotion (“**Participating Fonterra Products**”) are:

Fonterra Code	Brand	Description	Carton Size	Unit Size
3001946	Mainland	Mainland Tasty Sliced Cheese	8x1.5kg	1.5kg
3001947	Mainland	Mainland Lite Tasty Sliced Cheese	8x1.5kg	1.5kg
3101053	Mainland	Mainland Egmont Sliced Cheese	8x1.5kg	1.5kg
3001956	Mainland	Mainland Swiss Sliced Cheese	10x1kg	1kg

Qualifying purchases are subject to stock availability, and the Promoter does not guarantee that stock is available at all locations.

## HOW TO ENTER AND PRIZES

8. To enter in the Promotion, Eligible Entrants must, during the Promotional Period:
  - a. purchase -at least \$150 worth of Fonterra products containing at a minimum four (4) units of Participating Fonterra Products in a single transaction as outlined above (“**Qualifying Purchase**”); and then either
  - b. visit [www.fonterrasliceofsummer.com.au](http://www.fonterrasliceofsummer.com.au) (“**Website**”), locate the online entry form, and fully complete and submit the entry form, providing all requested information, including business name, business address (inc. suburb, State or Territory), outlet

type, Contact name, Contact email address, products purchased and distributor name of where the products were purchased from, and Fonterra representative; or

- c. with the Eligible Entrants express permission, after a Turn-In-Order is completed and dispatched to a distributor, provide the information as outlined in clause 8 (b) above to a Fonterra Business Development Executive (BDE), so they may enter on the Eligible Entrant’s behalf (after completing the relevant steps outlined above, the entry will be considered an “Eligible Entry”).

9. Eligible Entrants must retain a copy of their invoice(s), for all entries as proof of purchase, unless their Eligible Entry was entered via way of an eligible Turn-In-Order by a Fonterra BDE. Where applicable, failure to provide the invoice(s) by the time nominated by the Promoter will invalidate the Eligible Entrant’s eligibility to receive any prize, unless otherwise determined by the Promoter in its absolute discretion.

10. There will be five hundred and fifty (550) instant prizes to be won throughout the Promotional Period as set out in the table below:

Number of prizes	Type of prize	Value of prize	Total value
160	\$50 Visa Gift Card	\$50	\$8,000
80	\$100 Visa Gift Card	\$100	\$8,000
10	\$250 Visa Gift Card	\$250	\$2,500
250	Mainland branded Burger Flipper	\$20	\$5000
50	Mainland branded Cast-iron toastie press	\$50	\$2500

The total value of all instant prizes available in the Promotion is AU\$26,000.

- 11. Prizes will be dispatched within 28 days of the end of the Promotional Period, subject to the provisional instant winner being verified as an instant winner in accordance with these Terms and Conditions. Unclaimed prizes will be subject to a random draw, where applicable.
- 12. Prizes will be distributed to winners via registered mail, addressed to the Contact. Visa gift cards are valid for 12 months from activation. Redemption and use of each Visa gift Card is subject to the standard terms and conditions of the issuer.
- 13. The Promoter accepts no responsibility for any prize that is lost, stolen or tampered with in any way. Prizes sent via registered mail to the Contact discharges the Promoter’s liability to award the prize to the winner.
- 14. Multiple entries are permitted, subject to the following:
  - a. a limit of one (1) entry per foodservice business per day (i.e. once one (1) Contact from a particular food service business has entered on a day, no other Contacts from that food service business can enter on that day);
  - b. a limit of four (4) entries per foodservice business during the Promotion (i.e. once four (4) entries have been received from any Contacts at a particular food service business, no more entries will be allowed from Contacts at that food service business);
  - c. a limit of one (1) entry per Qualifying Purchase; and
  - d. each entry must be submitted in accordance with these Terms and Conditions.

## **VERIFICATION**

15. Contacts will be notified instantly online if the Eligible Entrant is a provisional winner of an instant prize. The provisional winners of an instant prize will be notified by email and SMS and asked to provide the relevant invoice, connected with the winning Eligible Entry, within 10 days of the date on which the notification by email is sent by the Promoter, unless the winning Eligible Entry was submitted by a Turn-In-Order via a Fonterra BDE. Failure to provide the invoice in the time requested by the Promoter will result in the winner -forfeiting the prize. Provisional winners of an instant prize will only be deemed instant winners once verified by the Promoter in its absolute discretion.
16. The Promoter reserves the right, at any time, to verify and request proof of the validity of entries and entrants (including a Contact's s identity, age and place of residence and/or employment) and to disqualify any entrant or Contact who, in the reasonable opinion of the Promoter, 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.
17. If there is a dispute as to the identity of an entrant or Contact, 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 has the rightful claim to the prize.

## **GENERAL**

18. Incomplete or indecipherable entries will be deemed invalid.
19. Each Eligible Entrant and Contact acknowledges that the Promoter will not be not responsible for any act or omission of a Fonterra BDE in connection with any entry submitted by the relevant Fonterra BDE, including but not limited to, the failure to enter an entry, the details submitted by the Fonterra BDE, or the time at which the entry is entered.
20. Entries are deemed to be received at the time of receipt into the Promoter's database, and not at the time of transmission by the entrant or, when applicable, the Fonterra BDE.
21. The Promoter is not responsible for technical difficulties with the purchase or entry mechanisms and does not warrant that the purchase or entry mechanisms will be available at all times during the Promotional Period.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
24. Technical issues or other quality control matters will not be used as a reason for refusing to award a prize.
25. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all valid prize claims in excess of the advertised prize pool will be honoured. There will be a total of five hundred and fifty (550) instant win messages sent out in this Promotion.
26. A draw for any unclaimed prizes will take place at the Promoter's office at 11am on 12/03/2018, subject to any directions from a regulatory authority. The unclaimed prize draw will only consist of those Eligible Entrants who did not originally win an instant prize, unless the original instant winners are needed to make up the numbers to award any remaining unclaimed prizes. Winners, if any, will be notified by email within 2 business days of the draw.

27. Prizes, including any unused value, are not transferable or exchangeable and cannot be taken as cash, unless stipulated otherwise by the Promoter.
28. If a prize is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from the relevant regulatory authorities.
29. The Promoter accepts no responsibility for any tax liabilities that may arise from claiming or receiving the benefit of a prize.
30. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from the relevant regulatory authorities.
31. The Promoter reserves the right to change these Terms and Conditions without prior notice, subject to any written directions from the relevant regulatory authorities.
32. Any entrant who, in the opinion of the Promoter, tampers or interferes with the purchase or entry 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 process, will be deemed ineligible.
33. The:
  - a. Promoter, the Promoter's related entities, PFD 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, or late, lost or misdirected prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

34. As a condition of taking a prize, an entrant or Contact 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 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 the entrant, unless and until the entrant signs such documentation. This condition is for the benefit of the Promoter and may be waived by the Promoter at any time.
35. Entrants and Contacts consent to the Promoter, in the event they are a winner, 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**

36. All entries become the sole property of the Promoter.
37. All information participants provide ("**Personal Information**") will be used by the Promoter for the purpose of administering this Promotion, verifying entrants and awarding the prizes.

38. The Promoter may disclose participants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
39. The Promoter's treatment and storage of any information provided by participants will be handled in accordance with all applicable laws in Australia.

**OPTING-IN TO HEAR FROM THE PROMOTER**

40. By submitting an entry in the Promotion, Eligible Entrants and Contacts 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 entrant's and Contact's Personal Information for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them.
41. Entrants and Contacts 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](mailto:csaustralia@fonterra.com)

**PROMOTER'S PRIVACY POLICY**

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

Authorised under Permit Numbers – NSW LTPS/17/[INSERT18047](#), SA T17/[INSERT11795](#), & ACT TP 17/[INSERT01908](#).