

TERMS AND CONDITIONS

Anchor Extra Yield Cooking Cream Promotion ("Promotion")

1. The Promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 669), 327 Ferntree Gully Road, Mt Waverley, Victoria, 314.
2. The Entrant is any person who has entered this Promotion in accordance with these terms and conditions.
3. Information on how to enter, Incentives, and other details contained within promotional advertisements form part of these terms and conditions. By entering this competition or using an Incentive, you acknowledge that you have read, 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 only open to residents of Australia who currently work in or own a foodservice establishment. Persons under the age of 18 are not eligible to enter.
5. All management and employees of the Promoter and its associated companies and subsidiaries, and their immediate families, are not eligible to enter.
6. To enter the Promotion a person must either:
 - a. order minimum of one carton (being 12 units) of Anchor Yield Cooking Cream from the Promoter (through the Fonterra Business Development Executive allocated to that Entrant) each week (on average) over eight weeks ("Tier 1 Entry"); or
 - b. order minimum of one carton (being 12 units) of Anchor Yield Cooking Cream from the Promoter (through the Fonterra Business Development Executive allocated to that Entrant) every two weeks (on average) over eight weeks ("Tier 2 Entry").
7. A person may only make a Tier 1 Entry or Tier 2 Entry, but not both. Where a person meets the requirements of a Tier 1 Entry, they will be deemed to have made only a Tier 1 Entry and not a Tier 2 Entry.
8. To enter the Promotion, an Entrant must satisfy the requirements for a Tier 1 Entry or a Tier 2 Entry between 3 October 2016 and 31 December 2016 (inclusive). This period is referred to as the "Promotion Period".
9. Entries will be deemed to be accepted at the time that the Promoter receives such orders from an Entrant (through the Fonterra Business Development Executive allocated to that Entrant) which satisfy the requirements of a Tier 1 Entry or a Tier 2 Entry, and not at the time of transmission of such orders. Incomplete or incomprehensible entries will be deemed invalid. Only one entry may be made by the owners or employees of each foodservice establishment.
10. The incentives for the Promotion are (in each case, an "Incentive"):
 - a. in respect of a Tier 1 Entry, an gift card to the total value of \$50 (Australian dollars) ("Tier 1 Incentive"); and
 - b. in respect of a Tier 2 Entry, two movie tickets to the total value of approximately \$30 (Australian dollars) ("Tier 2 Incentive").

11. Winner(s) of an Incentive will be notified in person by the Fonterra Business Development Executive allocated to the Entrant, or by email or telephone, within two weeks of the end of the Promotion Period.
12. Incentives are not transferable, exchangeable or redeemable for cash. Incentive values are in Australian dollars and are an approximate value as at time of printing. The Promoter accepts no responsibility for any variation in the value of the Incentive. If the Incentive is unavailable, for whatever reason, the Promoter reserves the right to substitute the Incentive for an Incentive 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 Incentive(s). The Promoter will make reasonable efforts to deliver the Incentive(s) to the winner(s) by 1 January 2017.
13. Each Incentive will expire on the date provided with the Incentive and it is up to the Incentive winner to use the value of the Incentive before the expiry date. Any unused balance or Incentive which is not redeemed will not be replaced, refunded or credited when the Incentive expires.
14. 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.
15. The Promoter and its associated agencies, and companies associated with this Promotion will take no responsibility for Incentives damaged or lost in transit. Once an Incentive has left the Promoter's premises, the Promoter will not be responsible for any delay or failure to deliver, or damage caused to the Incentive during transit.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the Incentive, if the Promoter determines, in its absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the Incentive. 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.
17. 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.
18. 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 Incentive claim 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 Incentive value to that stated in these terms and conditions; any tax liability incurred by the winner or entrant; any Incentive(s); or participation in or use of any Incentive.

19. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every person who enters and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. 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.
21. All entry details become the property of the Promoter. The Promoter may use the name and photograph of the Incentive winner(s) for promotional purposes without compensation, unless the Incentive winner(s) advises the Promoter otherwise when accepting the Incentive. By entering the promotion, unless the Promoter is otherwise advised, Entrants consent to the Promoter using their personal information provided for facilitating the promotion, awarding Incentives and for future promotional, marketing and publicity purposes, and disclosing that information to its related entities and contractors for those purposes. The winner(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, Entrants consent to the Promoter sending future marketing materials to Entrants including by electronic messages. Entrants may ask the Promoter to access that personal information and request that corrections be made to it.
22. A copy of the Promoter's privacy policy is available by visiting <http://fonterrafoodservices.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 327 Ferntree Gully Road, Mt Waverley, Victoria, 3149.