

“PFD FONTERRA MOO MONEY 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. Participation in this Promotion is only open to Australian residents who are aged 18 years or over and who work in a foodservice business located in Australia which has an account with PFD Food Services Pty LTD (“PFD”) (“Eligible Participants”).

Eligible Participants must participate on behalf of a foodservice business located in Australia. Where an Eligible Participant is not the owner of the foodservice business, they must have authority from the foodservice business owner to participate the Promotion.

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

PROMOTION PERIOD

6. The Promotion commences at 12.01am AEST on **05/09/2016** and closes at 11.59pm AEDT on **07/10/2016** or when 657 claims have been made in the Promotion, whichever occurs first (“Promotional Period”).

PARTICIPATING PRODUCTS

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

Brand	Participating Fonterra Product	PFD SKU
Perfect Italiano	Ultra Mozzarella Shred 2x6kg	PFD #210875
	Shaved Parmesan 6x1kg	PFD #014250
Bega	Sandwich Slice 8x1.5kg	PFD #085491
Anchor	Cream Cheese 12x1kg	PFD #241864
	Extra Yield Cooking Cream 12x1L	PFD #210874
Mainland	Tasty Shred 6x2kg	PFD #036031
	Tasty Slice 8x1.5kg	PFD #099167
	Mozzarella Shred 6x2kg	PFD #036032
	Swiss Slices 10x1kg	PFD #099162
	Egmont Slice 8x1.5kg	PFD #213406
	Egmont Shredded 6x2kg	PFD #099166
Western Star	Butter Salted 8x1.5kg	PFD #060157

Qualifying purchases are subject to stock availability” and “the promoter does not guarantee that stock is available in all PFD locations.

HOW TO PARTICIPATE

8. To participate in the Promotion, Eligible Participants must, during the Promotional Period (while gift stocks last):
 - a. via their PFD account, purchase eight (8) or more units of Participating Fonterra Products in a single transaction, including at least three (3) different Participating Fonterra Product SKUs (“Qualifying Purchase”); and then
 - b. visit www.pfdfoods.com.au using a compatible browser and log in using an existing username and password, locate the online claim form and fully complete and submit the

claim form, providing all requested information and agreeing to opt-in to hear from the Promoter in the future (“**Eligible Claim**”).

For the avoidance of doubt, an Eligible Participant must order a minimum of eight (8) units of Participating Fonterra Products, including at least three (3) different Participating Fonterra Product SKUs, in one (1) transaction to be eligible to submit a claim in this Promotion. Any purchases made through any channel other than via a PFD account are not eligible for this Promotion.

9. The first 657 Eligible Participants to submit an Eligible Claim will, subject to the claim limits in clause 11, receive a Virtual Visa Voucher with a value randomly allocated from the gift breakdown provided in the table below (“**Gift**”).

Eligible Participants will be notified as to which Gift value they have been awarded via on-screen notification upon successful submission of their Eligible Claim, either: (1) a \$20 Virtual Visa Voucher; (2) a \$50 Virtual Visa Voucher; (3) a \$100 Virtual Visa Voucher; (4) a \$200 Virtual Visa Voucher or (5) a \$500 Virtual Visa Voucher.

The breakdown of Gift values available in the Promotion is:

Gift Value (\$)	Quantity Available	Total (\$)
\$20	400	\$8,000
\$50	200	\$10,000
\$100	50	\$5,000
\$200	5	\$1,000
\$500	2	\$1,000
Total:	657	\$25,000

The total value of all 657 Gifts available in the Promotion is AU\$25,000.

10. Eligible Participants can check the counter on www.pfdfoods.com.au to see how many Gifts have been claimed in the Promotion and how many Gifts are remaining (if any).
11. Multiple claims are permitted, subject to the following:
- a limit of one (1) claim per Eligible Participant/per business per day;
 - a limit of two (2) claims per Eligible Participant/per business during the Promotion;
 - a limit of one (1) claim per Qualifying Purchase; and
 - each claim must be submitted in accordance with these Terms and Conditions.

GIFT DETAILS

12. Eligible Participants who submit an Eligible Claim will, subject to verification, be sent a Virtual Visa Voucher access code to the email address associated with the PFD account used to submit the successful Eligible Claim, within 24 working days from the conclusion of the Promotional Period.
13. In order to be able to use the Virtual Visa Voucher, an Eligible Participant who has successfully completed an Eligible Claim and received their Virtual Visa Voucher access code must activate their Virtual Visa Voucher online by visiting <https://virtualvc.com.au/Register> and completing the online activation form (including, but not limited to, entering their Virtual Visa Voucher access code and their email address) within one (1) month from the date that their Virtual Visa Voucher access code was emailed to them (“**Online Activation**”).

Once an Eligible Participant has successfully completed the Online Activation in accordance with this clause, a 16-digit account number will be displayed on the account activation screen, and the account's expiry date and CVV2 security code will be emailed to the email address provided.

14. The Virtual Visa Voucher is valid for six (6) months from date of activation or when the entire value has been exhausted, whichever occurs first. At expiry, any remaining available balance will be forfeited. The Virtual Visa Voucher can only be used in shopping environments where a physical card is not required (e.g. online, over the phone or mail order). It cannot be used for face-to-face transactions at merchants, financial institutions or ATMs. Virtual Visa Vouchers cannot be used to make transactions that exceed the available balance - for such a transaction the user will need to pay the difference by another method if the merchant allows and agrees.
15. Virtual Visa Vouchers that are not activated within one (1) month from the date that the Virtual Visa Voucher access code is emailed to the Eligible Participant, or activated Virtual Visa Vouchers (or any portion of an

activated Virtual Visa Vouchers) that are not used within the six (6) month validity period from activation, will not be replaced, extended or refunded. No correspondence will be entered in to.

16. It is a condition of accepting a Virtual Visa Voucher that the participant must comply with all the conditions of use of the Virtual Visa Voucher supplier - Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 (the "Supplier") (see <https://virtualvc.com.au/Terms>). The Promoter is not responsible or liable for any loss, damage or injury suffered by any participant as a result of the conduct of Edge Loyalty Systems Pty Ltd or otherwise as a result of the participant accepting and/or using a Gift, except for any loss, damage or injury which is due to the negligence or wilful misconduct of the Promoter or which otherwise cannot be excluded by law.
17. Each Gift will be awarded to the holder of the PFD account used to submit the Eligible Claim. By participating in the Promotion, each Eligible Participant asserts that they are authorised to submit an Eligible Claim on behalf of the business/PFD account.
18. The Promoter and Gift Supplier do not take any responsibility in the event a Virtual Visa Voucher access code does not reach its intended recipient because incorrect or incomplete details were provided by the participant in the claim form. In such instances the Gift will be handled in the Promoter's discretion.

VERIFICATION

19. The Promoter reserves the right, at any time, to verify the validity of claims and participants (including a participant's identity, age and place of residence and/or employment) and to disqualify any participant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim 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.
20. Participants must retain a copy (or allow the Promoter to contact PFD directly to obtain a copy) of their purchase invoice(s) for all claims as proof of purchase ("**Proof of Purchase**"). Failure to produce the Proof of Purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of all of a participant's claims and forfeiture of any right to a Gift. The Proof of Purchase must clearly specify the Participating Fonterra Products purchased and that the Qualifying Purchase was made during the Promotional Period and prior to submitting the specific claim.
21. If there is a dispute as to the identity of a participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the participant who is to be awarded a Gift. If more than one person attempts to claim a Gift, the Promoter has sole and absolute discretion to determine which of those persons the rightful Gift claimant is.

GENERAL

22. Incomplete or indecipherable claims will be deemed invalid.
23. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the participant.
24. The Promoter is not responsible for technical difficulties with the purchase or claim mechanisms and does not warrant that the purchase or claim mechanisms will be available at all times during the Promotional Period.
25. The use of any automated software or any other mechanical or electronic means that allows a participant to automatically enter repeatedly is prohibited and will render all claims submitted by that participant invalid.
26. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the internet service provider used.
27. Technical issues or other quality control matters will not be used as a reason for refusing payment of a Gift.
28. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all valid Gift claims in excess of the advertised Gift pool will be honoured.
29. This is a gift with purchase promotion. If less than 657 Eligible Claims are made during the Promotional Period, remaining Gifts will be distributed at the sole discretion of the Promoter.
30. Gifts are not transferable or exchangeable and cannot be taken as cash.

31. If for any reason a Participant does not take a Gift at the time stipulated by the Promoter, then the Gift will be forfeited.
32. If a Gift is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the Gift with a gift to the equal value and/or specification, subject to any written directions from the relevant regulatory authorities.
33. The Promoter accepts no responsibility for any tax liabilities that may arise from claiming or receiving the benefit of a Gift.
34. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from the relevant regulatory authorities.
35. Any participant who, in the opinion of the Promoter, tampers or interferes with the purchase or claim 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 claim process, will be ineligible to claim.
36. 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 Gift, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

37. As a condition of accepting a Gift, a participant 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 participant acknowledges and agrees that he/she will have no right to call upon the Promoter to deliver up all or any part of the Gift and the Promoter will have no obligation to deliver all or any part of the Gift to the participant, unless and until the participant signs such documentation. This condition is for the benefit of the Promoter and may be waived by the Promoter at any time.
38. Participants 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

39. All claims become the sole property of the Promoter.
40. All information participants provide ("**Personal Information**") will be used by the Promoter for the purpose of administering this Promotion, verifying participants and awarding the Gifts.
41. 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.
42. 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

43. By submitting a claim in the Promotion, Eligible Participants 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.

44. Participants 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

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

Authorised under Permit Numbers – NSW LTPS/16/05594, SA T16/1240, & ACT TP 16/01373.