

**Slice of Winter 2020
Promotion Terms and Conditions**

1. Information on how to claim, gifts, and other details contained within promotional advertisements form part of these Terms and Conditions. By participating in this promotion or using or taking a gift, the claimant acknowledges that they have read and understand and agree to be bound by these Terms and Conditions. Claims not completed in accordance with these Terms and Conditions are void.
2. The promoter is Fonterra Brands (Australia) Pty Ltd of Level 2, 40 River Boulevard Richmond 3121 Australia, (ABN 80 095 181 669) ("**Promoter**").
3. Claims are 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 (1) transaction the relevant amount of Eligible Products (as defined below) ("**Eligible Business**"). Eligible Businesses must be within the Promoter's trading terms throughout the Promotional Period and must not have overdue monies owing as at 31st May 2020 at 11:59pm (AEST) in order to be eligible to claim any reward.
4. All management and employees (and their immediate family) of the Promoter, its associated companies or subsidiaries, and all agents of the Promoter, are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. This promotion begins on 1st April 2020 at 12:01am (AEDST) and ends on 31st May 2020 at 11:59pm (AEST), or until the gifts are exhausted, whichever is the earlier ("**Promotional Period**"). All claims must be submitted into the database by this time.
6. To claim, an Eligible Business must complete one (1) of the below methods during the Promotional Period:

Method 1:

- (a) Nominate a single adult individual (aged 18 years or over) to act as a contact ("**Contact**"). Receipt of a Claim by the Promoter is deemed authorisation of the Contact by the Eligible Business;
- (b) The Contact on behalf of the Eligible Business must purchase \$100 (ex GST) or more of Eligible Product/s (defined below) in one (1) transaction during the Promotional Period ("**Qualifying Transaction**"); and
- (c) Upload the invoice showing proof of purchase to the promotion website www.sliceofwinter.com ("**the Website**") and follow the other directions.

Method 2:

Have the Contact complete a turn in order for a Qualifying Transaction directly with the Eligible Businesses usual Fonterra Business Development Executive. Eligible Businesses will receive an automatic entry on completion of this method.

Method 3:

The Contact, on behalf of the Eligible Business, must place an order for a Qualifying Transaction over the phone during a tele-sales event. Eligible Businesses will receive an automatic entry on completion of this method.

7. "Eligible Products" means:

Code	Product	Size
3001946	MAINLAND CHEESE TASTY SLICES 8X1.5KG	1.5kg
3001956	MAINLAND CHEESE SWISS SLICES 10X1KG	1kg
3001947	MAINLAND CHEESE LIGHT TASTY SLICES 8X1.5KG	1.5kg
3101053	MAINLAND CHEESE EGMONT SLICES 8X1.5KG (1.8mm slice)	1.5kg

3002002	BEGA CHEESE TASTY SLICES 8X1.5KG	1.5kg
3001319	MAINLAND PROCESSED CHEESE EASY PEEL SLICES 8X1.5KG	1.5kg
114495	ANCHOR PROCESSED CHEESE BURGER SLICES 10X1.04KG	1.04kg
3001896	BEGA PROCESSED CHEESE SANDWICH SLICES 8X1.5KG	1.5kg
3110876	MAINLAND TASTY THIN SLICE	8x1.5kg

8. Incomplete or indecipherable claims and/or cancelled or refunded orders will be deemed invalid.
9. Multiple claims permitted, subject to the following: (a) only one (1) claim permitted per Qualifying Transaction (regardless of the amount spent on Eligible Products in excess of \$100 in that transaction); and (b) each claim must be submitted separately and in accordance with claim requirements. Offer is strictly limited to the first two thousand (2,000) valid claims received.
10. Eligible Businesses must retain their original invoice/s for all claims as 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 claimant's claims and forfeiture of any right to a reward.
11. Successful claimants will be notified by Anchor Food Professionals representative via telephone or email.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first two thousand (2,000) valid claims received will each be awarded with a \$20 EFTPOS voucher.
14. Claims will be deemed to be accepted at the time of receipt into the Promoter's database, and not at the time of transmission.
15. The total value of the gift pool is \$40,000. Gifts will be awarded on a first valid claim basis.
16. Any ancillary costs associated with redeeming the EFTPOS voucher are not included. Any unused balance of the EFTPOS voucher will not be awarded as cash. Redemption of the EFTPOS voucher is subject to any terms and conditions of the issuer including those specified on the EFTPOS voucher.
17. Gifts will be awarded to the Contact of the respective Eligible Business.
18. Gifts are not transferrable or exchangeable and cannot be taken as cash.
19. If for any reason a claimant does not take a gift by the time stipulated by the Promoter, then the gift will be forfeited.
20. If a gift is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification, subject to any written directions from the relevant regulatory authorities.
21. The Promoter accepts no responsibility for any tax liabilities that may arise from claiming or receiving the benefit of a gift.
22. The Promoter reserves the right, at any time, to verify and request proof of the validity of claims claimants (including a claimant's identity, age and place of residence and/or employment) and to disqualify any claimant 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 claim process.
23. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
24. Gifts will be distributed to verified claimants within 15 (fifteen) business days of the submission date to the promotion website by a nominated Promoter representative. In the alternative, gifts will be despatched via registered mail, addressed to the winner.
25. The Promoter accepts no responsibility for any gift that is lost, stolen or tampered with in any way. Gifts sent via mail to the winner discharges the Promoter's liability to award the prize to the winner.
26. Eligible Businesses and Contacts consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.

27. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:
 - (a) disqualify any entrant; or
 - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any 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; (d) any variation in reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.
30. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.anchorfp.com.au/en/legal/privacy-policy.html>. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).