

## 'SHRED YOUR BILLS TRADE PROMOTION'

### TERMS AND CONDITIONS

1. The promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669), Level 2, 40 River Boulevard, Richmond, VIC, 3121 ("**Promoter**").
2. The "Entrant" is any eligible entity that has entered this promotion in accordance with these terms and conditions. Persons under the age of 18 are not eligible to enter on behalf of their employer.
3. Information on how to enter, prizes, and other details contained within promotional advertisements form part of these terms and conditions. By entering this promotion, or using or taking a prize, the Entrant acknowledges that they have read and 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. All management and employees of the Promoter and its associated companies or subsidiaries, and their immediate families, and all agents of the Promoter, are not eligible to enter.
5. Entry is 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 transaction the relevant amount of Eligible Products (as defined below).
6. To enter, an Eligible Entrant must:
  - (a) Nominate a single adult individual to act as a contact ("**Contact**"). Receipt of an entry by the Promoter is deemed authorisation of the Contact by the Entrant;
  - (b) Purchase at least \$200 (based on distributor invoiced price) of Eligible Products with at least two (2) different types of Eligible Products in the same transaction in the Promotional Period. If the Entrant purchases any Parmesan or Cream product as part of its Eligible Product purchase the Entrant will be entitled to receive an additional entry in the promotion;
  - (c) Have the Contact send the following details directly to their usual Fonterra Business Development Executive ("**BDE**") after a completed Turn-In Order in accordance with the Promoter's instructions:
    - (i) Outlet name;
    - (ii) Outlet address;
    - (iii) Outlet type;
    - (iv) Entrant name;
    - (v) Phone number;
    - (vi) Value and quantity of products purchased;
    - (vii) Order date;
    - (viii) Distributor name; and

- (ix) BDE.
- (f) Retain proof of purchase for verification. Failure by the Entrant to provide proof of purchase for each entry, may, in the absolute discretion of the Promoter, result in all of an Entrant's entries to be deemed invalid.

7. The list of eligible products are as follows ("Eligible Products"):

3101565	PERFECT ITALIANO MOZZARELLA CHEESE 4X5KG
3000877	PERFECT ITALIANO TRADITIONAL MOZZARELLA SHREDDED 2X6KG BAG
3101033	PERFECT ITALIANO ULTRA MOZZARELLA SHREDDED 2X6KG BAG
104049	PERFECT ITALIANO TRADITIONAL MOZZARELLA SHREDDED 4X2KG BAG
104054	PERFECT ITALIANO PIZZA PLUS SHREDDED CHEESE 4X2KG
3101218	MAINLAND CHEESE MOZZARELLA SHREDDED 6X2KG BAG
3002574	PERFECT ITALIANO PARMESAN GRATED 4X1.5KG
3001901	PERFECT ITALIANO PARMESAN BLOCK 4X2.5KG
3002001	PERFECT ITALIANO PARMESAN SHREDDED 6X1KG
106026	PERFECT ITALIANO PARMESAN SHAVED 6X1KG
115929	ANCHOR UHT CULINARY CREAM 12X1L
115409	ANCHOR UHT CULINARY CREAM LIGHT EXTRA YIELD 12X1L

- 8. The Promoter reserves the right to authorise product substitutions should any product be out of stock during the Promotional Period.
- 9. Only entries that comply with clause 6 are Eligible Entries.
- 10. The promotion opens at 12:01am (AEST) on Thursday 1<sup>st</sup> August 2019, and closes at 11:59pm (AEST) on Monday 30<sup>th</sup> September 2019 ("the Promotional Period").
- 11. Entries will be deemed to be accepted at the time of receipt into the Promoter's database, and not at the time of transmission. Incomplete or incomprehensible entries will be deemed invalid. Only one (1) entry is permitted per qualifying purchase. Each business may enter a maximum of ten (10) times per week throughout the Promotional Period. Entrants can only enter in their own name. The use of automatic entry software or similar devices is prohibited.
- 12. There are a total of 110 prizes with a total value of \$40,000 to be won as follows:
  - (a) First Prizes: 5 x \$5000 EFTPOS Gift Cards (1x per state group as follows: NSW/ACT; VIC/TAS; SA/NT; WA & QLD);
  - (b) Second Prizes: 5 x \$1000 EFTPOS Gift Cards; and
  - (c) Third Prizes: 100 x \$100 EFTPOS Gift Cards.

13. The draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade Cromer NSW 2099 on 15<sup>th</sup> October 2019 at 11:00am (AEDST). Winners will be notified by email within 2 business days of the draw. Winners (of prizes over \$250) will be published on the Promoter's website [www.anchorfp.com.au](http://www.anchorfp.com.au) on 18<sup>th</sup> October 2019 and (if SA winners) The Advertiser on 18<sup>th</sup> October 2019.
14. The Promoter's decision is final and no correspondence will be entered into. Prizes are subject to terms and conditions and are not transferrable or exchangeable.
15. The Promoter accepts no responsibility for any tax liabilities that may arise from claiming or receiving the benefit of a prize.
16. Use of the EFTPOS Gift Cards are subject to the issuer's standard terms and conditions. It is the responsibility of the winner to ensure their EFTPOS Gift Card is activated within the activation period outlined by the issuer. Prizes, including any unused portion, are not transferable, exchangeable or redeemable for cash. Prize values are in Australian dollars and are the recommended retail value as provided by the supplier and are correct at time of printing. The Promoter accepts no responsibility for any variation in the value of the prize. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize 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 prize(s).
17. Should any prize for the promotion remain unclaimed as at 25<sup>th</sup> January 2020 at 11:00am (AEDST), the Promoter may conduct a further draw as is necessary to distribute the prize at Handling Matters, Unit 40, 1-5 Thew Parade Cromer NSW 2099 on 27<sup>th</sup> January 2020 12:00pm (AEDST), subject to any directions from a regulatory authority. The winners, if any, will be notified by email within 2 business days of the draw. Winners (of prizes over \$250), if any, will be published on the Promoter's website [www.anchorfp.com.au](http://www.anchorfp.com.au) on 3<sup>rd</sup> February 2020 and (if SA winners) The Advertiser on 3<sup>rd</sup> February 2020.
18. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's and Contact'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.
19. The Promoter and its associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit. Once a prize has left the Promoter's premises, the Promoter will not be responsible for any delay or failure to deliver, or damage caused to the prize during transit.
20. The Promoter reserves the right in its sole discretion to disqualify any Entrant 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.

21. 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.
22. 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.
23. 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 prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant; or (f) use of a prize.
24. The Promoter may require the winner(s) from the promotion and prize taker(s) to partake in media exposure, including but not limited to future promotional, marketing and publicity without any further reference, payment or other compensation.
25. All entry details become the property of the Promoter. The Promoter may use the name and photograph of the prize winning businesses and prize taker(s) for promotional purposes without compensation, unless the prize winning business or prize taker advises the Promoter otherwise when accepting the prize. By entering the promotion, unless the Promoter is otherwise advised, individuals consent to the Promoter using their personal information provided for facilitating the promotion, awarding prizes and for future promotional, marketing and publicity purposes, and disclosing that information to its related entities and contractors for those purposes. The individual(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, individuals consent to the Promoter sending future marketing materials to individuals including by electronic messages. Individuals may ask the Promoter to access that personal information and request that corrections be made to it.

26. A copy of the Promoter's privacy policy is available by visiting <https://www.anchorfp.com.au/en/legal/privacy-policy.html> and following the relevant links. A request to access, update or correct any information should be specifically directed to the Promoter at Level 2, 40 River Boulevard, Richmond, VIC, 3121.
27. Authorised under NSW Permit LTPS/19/35809, SA Permit T19/1056, ACT Permit TP19/03663.

### Disclaimer

Conditions apply see anchorfp.com.au. Must be an eligible food service business. Runs from 1/8/19 until 30/9/19. Must purchase at least \$200 of eligible products with at least 2 different products in 1 transaction to enter. Prizes: \*5 x \$5000 EFTPOS Gift Cards (1 per state group: NSW/ACT; VIC/TAS; SA/NT; WA & QLD); 5 x \$1000 EFTPOS Gift Cards; & 100 x \$100 EFTPOS Gift Cards. Draw at U40, 1-5 Thew Pde Cromer NSW 15/10/19 at 11am. Winners (over \$250) published on website (SA winners over \$250 in The Advertiser) on 18/10/19. Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669), L 2, 40 River Blvd, Richmond, VIC. LTPS/19/35809, SA Permit T19/1056, ACT Permit TP19/03663.

### **Online disclaimer:**

Conditions apply. Must be an eligible business & purchase \$200 of eligible product. Ends 30/9/19.