

**Take Off with the Fonterra Challenge**  
**Terms and Conditions**

Information on how to enter and prize terms and conditions form part of these terms and conditions of entry.

1. This promotion begins on 12 February 2018 and ends on 1 April 2018 (“**Promotion Period**”).
2. The promoter is Fonterra Brands (Australia) Pty Ltd of 327 Ferntree Gully Road, Mt Waverley, VIC 3149, Australia (ABN 80 095 181 669) (“**Promoter**”).
3. Entry is only open to food service businesses located in Queensland or the following New South Wales postcodes: 2464, 2466, 2470, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489 (“**Eligible Entrant**”).
4. Management and employees of the Promoter, its related bodies corporate, and agencies associated with this Promotion are not Eligible Entrants.
5. 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;
  - (b) Make a minimum purchase of \$150.00 of at least three different types of the Promoter’s products from the Eligible Entrant’s distributor in a single transaction during the Promotion Period;
  - (c) Send the following details either directly to the Promoter at [takeoffchallenge@fonterra.com](mailto:takeoffchallenge@fonterra.com) or to their usual Fonterra Business Development Executive (“**BDE**”) after a completed Turn-In Order:
    - (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;
  - (d) retain proof of purchase for verification, unless submitted via Turn-In Order.
6. Only entries that comply with clause 5 are Eligible Entries.
7. Multiple Eligible Entries are permitted during the Promotion Period subject to:
  - (a) A limit of 1 Eligible Entry per day per Eligible Entrant; and
  - (b) A minimum purchase of \$150.00 in a single transaction for the first Eligible Entry and a minimum purchase of \$100.00 in a single transaction for any subsequent Eligible Entry.
8. The Eligible Entrant takes the risk of submitting an entry via the BDE and the Promoter is not responsible for any failure of the BDE to submit an entry. Eligible Entrants are advised to submit their Eligible Entries directly via email.
9. At the end of the Promotion Period, a random prize draw will be conducted by the Promoter at Unit 1, 12 Navigator place, Hendra QLD 4011 on 6<sup>th</sup> April and the first 21 Eligible Entries picked will win a prize. This is not a game of skill.
10. There are a total of 21 prizes with a total value of \$5,250.00 to be won:
  - (a) 1 prize of a \$2,500.00 Flight Centre travel voucher;
  - (b) 5 prizes of a \$250.00 VISA gift card; and
  - (c) 15 prizes of a \$100.00 VISA gift card.
11. Prizes are subject to terms and conditions and are not transferrable or exchangeable.

12. 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.
  13. The Promoter accepts no responsibility for any tax liabilities that may arise from claiming or receiving the benefit of a prize.
  14. Contacts of provisional winners will be notified with five business days of the conclusion of the promotion by telephone call from a Promoter's representative. The provisional prize winners will be asked to provide the relevant proof of purchase, connected with the winning Eligible Entry, within five business days of the date of the notification, unless the winning Eligible Entry was submitted by a Turn-In-Order via a Fonterra BDE. Failure to provide the proof of purchase in the time requested by the Promoter will result in the provisional winner forfeiting the prize. Provisional prize winners will only be deemed winners once verified by the Promoter in its absolute discretion.
  15. The Promoter reserves the right, at any time, to verify and request proof of the validity of entries and entrants (including a Contact'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.
  16. 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 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.
  17. Prizes will be distributed to winners with verified proof of purchase or a Turn-In Order within 28 days of the draw date by a nominated Promoter representative. In the alternative, prizes may be despatched via registered mail, addressed to the Contact.
  18. 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.
  19. Eligible Entrants and Contacts consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.
  20. Any unclaimed prize will be re-drawn on 6<sup>th</sup> June, 2018.
  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, 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.
  22. Participants may view the Promoter's privacy policy by visiting <http://www.fonterrafoodservices.com.au/privacy.php>
  23. This promotion is authorised under NSW permit no. LTPS/18/21806.
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