“PFD FONTERRA MOOO MONEY PROMOTION” (“Promotion”)

TERMS AND CONDITIONS

1. Information on how to enter and prizes 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”), excluding those individuals who work at a foodservice business, which has an indirect supply agreement with the Promoter (“Eligible Entrants”). For the sake of clarity, employees who work at a food service business in Australia that has an indirect supply agreement with the Promoter are ineligible to enter.

Eligible Entrants must participate on behalf of a foodservice business located in Australia which has an account with PFD. Where an Eligible Entrant is not the owner of the foodservice business, they must have authority from the foodservice business owner to enter the Promotion.

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

PROMOTION PERIOD

6. The Promotion commences at 12.01am AEST on 28/08/2017 and closes at 11.59pm AEDT on 01/10/2017, or once 760 valid entries are received, whichever occurs first (“Promotional Period”). Entries received outside of the Promotional Period will not be accepted.

PARTICIPATING PRODUCTS

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

<table>
<thead>
<tr>
<th>Fonterra Code</th>
<th>PFD Code</th>
<th>Brand</th>
<th>Description</th>
<th>Carton Size</th>
<th>Unit Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>3001956</td>
<td>099162</td>
<td>Mainland</td>
<td>Mainland Swiss Slices</td>
<td>10x1kg</td>
<td>1kg</td>
</tr>
<tr>
<td>3001946</td>
<td>099167</td>
<td>Mainland</td>
<td>Mainland Tasty Slices</td>
<td>8x1.5kg</td>
<td>1.5kg</td>
</tr>
<tr>
<td>3001950</td>
<td>036031</td>
<td>Mainland</td>
<td>Mainland Tasty Shredded</td>
<td>6x2kg</td>
<td>2kg</td>
</tr>
<tr>
<td>3000870</td>
<td>099166</td>
<td>Mainland</td>
<td>Mainland Egmont Shredded</td>
<td>6x2kg</td>
<td>2kg</td>
</tr>
<tr>
<td>3000877</td>
<td>032017</td>
<td>Perfect Italiano</td>
<td>Perfect Italiano Traditional Mozzarella</td>
<td>2x6kg</td>
<td>6kg</td>
</tr>
<tr>
<td>106026</td>
<td>014250</td>
<td>Perfect Italiano</td>
<td>Perfect Italiano Shaved Parmesan</td>
<td>6x1kg</td>
<td>1kg</td>
</tr>
<tr>
<td>114754</td>
<td>210874</td>
<td>Anchor</td>
<td>Anchor Extra Yield Cooking Cream</td>
<td>12x1L</td>
<td>1L</td>
</tr>
<tr>
<td>114599</td>
<td>241864</td>
<td>Anchor</td>
<td>Anchor Cream Cheese</td>
<td>12x1kg</td>
<td>1kg</td>
</tr>
<tr>
<td>114495</td>
<td>247522</td>
<td>Anchor</td>
<td>Anchor Burger Slices</td>
<td>10x1.04kg</td>
<td>1.04kg</td>
</tr>
<tr>
<td>3001896</td>
<td>085491</td>
<td>Bega</td>
<td>Bega Sandwich Slices</td>
<td>8x1.5kg</td>
<td>1.5kg</td>
</tr>
<tr>
<td>3001912</td>
<td>084895</td>
<td>Bega</td>
<td>Bega Bar-B-Cubes</td>
<td>6x2kg</td>
<td>2kg</td>
</tr>
</tbody>
</table>
Qualifying purchases are subject to stock availability, and the Promoter does not guarantee that stock is available in all PFD locations.

**HOW TO ENTER AND PRIZES**

8. To enter in the Promotion, Eligible Entrants must, during the Promotional Period:
   
a. via their PFD account, purchase ten (10) 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/promotions (“Website”)](http://www.pfdfoods.com.au/promotions) using a compatible browser and log in using an existing username and password, locate the online entry form and fully complete and submit the entry form, providing all requested information (including proof of Qualifying Purchase) and agreeing to opt-in to hear from the Promoter in the future, (both completed steps forming an “Eligible Entry”).

For the avoidance of doubt, an Eligible Entrant must order a minimum of ten (10) units of Participating Fonterra Products, including at least three (3) different Participating Fonterra Product SKUs, in one (1) transaction to be eligible to submit an entry in this Promotion. Any purchases made through any channel other than via a PFD account are not eligible for this Promotion.

9. There will be one hundred and ninety (190) instant prizes of varying value to be won throughout the Promotional Period as set out in the table below. Before the commencement of the Promotional Period, the Promoter will randomly determine one hundred and ninety (190) winning entries from amongst the seven hundred and sixty (760) total number of the entries that can be made during the Promotional Period. Each instant prize will be awarded in the form of an EFTPOS card. EFTPOS cash cards will be distributed to winners via registered mail. Winners should allow up to 28 days following the end of the Promotional Period to receive their prize. EFTPOS cash card valid for 12 months from activation. Redemption and use of each EFTPOS card is subject to the standard terms and conditions of the issuer (see [http://www.giftcardplanet.com.au/eftpos-cardholder-terms](http://www.giftcardplanet.com.au/eftpos-cardholder-terms) for details and EFTPOS card terms). The Promoter accepts no responsibility for any EFTPOS card that is lost, stolen or tampered with in any way.

<table>
<thead>
<tr>
<th>Prize Value</th>
<th>Number of Prizes</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50</td>
<td>100</td>
<td>$5,000</td>
</tr>
<tr>
<td>$100</td>
<td>50</td>
<td>$5,000</td>
</tr>
<tr>
<td>$250</td>
<td>30</td>
<td>$7,500</td>
</tr>
<tr>
<td>$500</td>
<td>5</td>
<td>$2,500</td>
</tr>
<tr>
<td>$1,000</td>
<td>5</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>190</strong></td>
<td><strong>$25,000</strong></td>
</tr>
</tbody>
</table>

The total value of all one hundred and ninety (190) instant prizes available in the Promotion is AU$25,000.

10. Eligible Entrants will be notified instantly online if they have won an instant prize. Winners of instant prizes valued at over $250 will be published on the Website on 11/10/2017.

11. Multiple entries are permitted, subject to the following:
a. a limit of one (1) entry per foodservice business per day (i.e. once one (1) Eligible Entrant from a particular food service business has entered on a day, no other Eligible Entrants from that food service business can enter on that day);
b. a limit of two (2) entries per foodservice business during the Promotion (i.e. once two (2) entries have been received from any Eligible Entrants at a particular food service business, no more entries will be allowed from Eligible Entrants at that food service business);
c. a limit of one (1) entry per Qualifying Purchase; and
d. each entry must be submitted in accordance with these Terms and Conditions.

12. Each prize will be awarded to the holder of the PFD account used to submit the Eligible Entry. By participating in the Promotion, each Eligible Entrant asserts that they are authorised to submit an Eligible Entry on behalf of the business/PFD account.

13. The Promoter’s decision is final and no correspondence will be entered into.

VERIFICATION

14. The Promoter reserves the right, at any time, to verify and request proof of the validity of entries and entrants (including an entrant’s identity, age and place of residence and/or employment) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry 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.

15. Entrants must retain a copy (or allow the Promoter to contact PFD directly to obtain a copy) of their purchase invoice(s) for all entries as proof of purchase ("Proof of Purchase"). Failure to produce the Proof of Purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of all of an entrant’s entries and forfeiture of any right to a prize. 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 entry.

16. If there is a dispute as to the identity of an entrant, 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 (1) 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.

GENERAL

17. Incomplete or indecipherable entries will be deemed invalid.

18. Entries are deemed to be received at the time of receipt into the Promoter’s database, and not at the time of transmission by the entrant.

19. The Promoter is not responsible for technical difficulties with the purchase or entry mechanisms and does not warrant that the purchase or entry mechanisms will be available at all times during the Promotional Period.

20. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

21. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the internet service provider used.

22. Technical issues or other quality control matters will not be used as a reason for refusing to award a prize.
23. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all valid prize claims in excess of the advertised prize pool will be honoured. There will be a total of one hundred and ninety (190) instant win messages sent out in this Promotion.

24. A draw for any unclaimed prizes will take place at the Promoter’s office at 11am on 12/01/2018, subject to any directions from a regulatory authority. The unclaimed prize draw will only consist of those Eligible Entrants who did not originally win an instant prize, unless the original instant winners are needed to make up the numbers to award any remaining unclaimed prizes. Winners, if any, will be notified by email within 2 business days of the draw and published on the Website on 19/01/2018.

25. Prizes, including any unused value, are not transferable or exchangeable and cannot be taken as cash, unless stipulated otherwise by the Promoter.

26. 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.

27. The Promoter accepts no responsibility for any tax liabilities that may arise from claiming or receiving the benefit of a prize.

28. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from the relevant regulatory authorities.

29. The Promoter reserves the right to change these Terms and Conditions without prior notice, subject to any written directions from the relevant regulatory authorities.

30. Any participant who, in the opinion of the Promoter, tampers or interferes with the purchase or entry 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 entry process, will be deemed ineligible.

31. 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 prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

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

33. Entrants consent to the Promoter, in the event they are a winner, 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

34. All entries become the sole property of the Promoter.

35. All information participants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion, verifying participants and awarding the prizes.

36. 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.

37. 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

38. By submitting an entry in the Promotion, Eligible Entrants 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 entrant’s Personal Information for the Promoter’s current and future promotional and marketing purposes without further reference or compensation to them.

39. Entrants 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 - csaaustralia@fonterra.com

PROMOTER’S PRIVACY POLICY


Authorised under Permit Numbers – NSW LTPS/17/14969, SA T17/1035, & ACT TP 17/01094.