

FONTERRA BRANDS (AUSTRALIA) PTY LTD
“PROUD TO BE A CHEF 2023” COMPETITION
CONDITIONS OF ENTRY

1. Information on how to enter and prize conditions form part of these Conditions of Entry. Participation in this competition is deemed acceptance of these Conditions of Entry.

2. Entry is only open to individuals who are:

(a) Residents of Australia;

(b) Aged 18 years or over as at 19/02/2023;

(c) Must be an apprentice cook enrolled in a Government recognised cooking course, or current students of Le Cordon Bleu Australia during the period 1/09/2022-31/10/2022 (“Promotional Period”) in accordance with these Conditions of Entry. Employees (and their immediate families) of the Promoter and agencies associated with this competition are ineligible to enter. Past Fonterra Proud to be a Chef finalists from prior year events are also ineligible to enter.

3. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, place of residence and attendance at a Government recognised cooking course) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

4. Incomplete or indecipherable entries will be deemed invalid. Only one entry is permitted per person.

5. Competition commences 10.00am on 1/09/2022 and entries close 11.59pm on 31/11/2020. (“Promotional Period”). All times referred to throughout these terms and conditions will be based on Sydney local time. This is a game of skill and chance plays no part in the determination of finalists or the winner. Each entry will be individually judged according to the specified criteria. The Promoter’s decision in respect of all aspects of this competition is final and no correspondence will be entered into.

Entry

6. To enter, entrants must do so during the Promotional Period: visit www.proudtobeachef.com, follow the prompts to the competition entry page and input all the requested details and information. This information includes an original recipe, telling the Promoter why they are passionate about food and cookery, where they would like their apprenticeship to take them and what they are hoping to get out of the Proud to be a Chef mentoring program.

Recipes must be original creations, contain at least one (1) Fonterra product and take less than 2.5 hours to prepare and cook.

An entrant may be asked to attend an interview with the Competition’s Culinary Educator.

Entrants will be notified of this requirement by email or phone 5 days prior. The interview will

be held in person or by way of telephone conference. Responses to questions in the interview will assist the Promoter's Steering Committee to select finalists for the Competition, as set out below.

Selection of finalists

7. The Australian Finalists will be selected by a Steering Committee appointed by the Promoter, based on their original recipe, response to the questions and if required verbal interview with the finalist's culinary educator or employer ("Finalist Criteria").

The 32 selected valid entries from Australian residents will be given the opportunity to attend the program in Melbourne ("the Melbourne Event") between 19/02/2023 and 23/02/2023 (or other dates as may be advised by the Promoter). The Melbourne Event may be cancelled or rescheduled for reasons or circumstances outside of the control of the Promoter.

8. At the Melbourne Event, the Finalists will take part in Master Classes with Chefs, dine at the Mentor Chef's restaurants, and participate in a cook-off on the final day. In addition, the Melbourne Event also includes a return economy class airfare from the winner's capital city to Melbourne (if required), airport and event transfers, set meals from breakfast on Sunday 19/02/2022 through to breakfast on Thursday 23/02/2022, four night's accommodation, twin share, at venues to be confirmed. Promoter will use best efforts to ensure that Finalist's dietary requirements are accommodated, but cannot guarantee that this will be the case.

9. If the Finalist is from Victoria, then the Melbourne Event does not include airfares and the airfare component is not redeemable for cash. Spending money, additional meals, insurance, transport to and from departure point and all other ancillary costs are not included. Prize must be taken to coincide with the Melbourne Event and is subject to booking and flight availability.

10. If a Finalist does not confirm their intention to attend the Melbourne Event by 5pm on 01/12/2022, they will forfeit the opportunity to participate and an alternative Finalist will be selected in their place. If that next selected Finalist does not claim the prize within 24 hours of phone notification, then they will forfeit the prize and this process will continue until either a Finalist is determined or 31/01/2023, whichever occurs first.

11. If for any reason a Finalist does not attend the Melbourne Event, at the time stipulated by the Promoter, then they will forfeit the opportunity to attend the Melbourne Event without compensation.

Determination of major prize winner

12. The best Finalist, as selected by a Steering Committee appointed by the Promoter at the Melbourne Event, will be determined to be the overall winner and will win the major prize. The major prize winner will be determined on a combination of their responses to the questions on the application form, and also their aptitude during the Master Classes at the Melbourne Event. Their aptitude will be judged by the Steering Committee on their observations of the Finalists, comments made by the Master Class hosts and participation in

the industry networking sessions. The winner announcement will take place on Wednesday 22/02/2023 at the awards dinner.

Major Prize

A Culinary Sponsorship up to the value of AUS \$7,500. Prize to be agreed in conjunction with the Major Prize Winner and the Promoter and the Major Prize must be taken by 31/12/2024.

Minor Prizes

Two Culinary Internships up to the value of AUS \$2000 each. Prize to be agreed in conjunction with the Minor Prize Winners and the Promoter. Minor Prizes must be taken by 31/12/2024.

One Social Media Award up to to the value of AUS \$1500. Prize to be agreed in conjunction with the Minor Prize Winner and the Promoter. Minor Prizes must be taken by 31/12/2024.

13. Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash.

14. If this competition 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 to: (a) disqualify any entrant or Finalist; or (b) to modify, suspend, terminate or cancel the competition, as appropriate.

15. Any cost associated with accessing the promotional website or completing an entry is the entrant's responsibility and is dependent on the Internet service provider used.

16. Entries will not be returned to any entrant. As a condition of entering into this competition, each entrant licences the Promoter to use their entry (including recipes), at no charge in any media for an unlimited period for any reason, including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that their entry is the original work of the entrant only, and does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry that may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

17. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a Finalist (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18. Except for any liability that cannot be excluded by law, the Promoter (including its 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 competition, including, but not limited to, where arising out of the following: (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 entry or prize 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 prize value to that stated in these Conditions of Entry; (e) if the Melbourne Event is cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; (g) attendance at the Melbourne Event or participating in the cooking competition; or (h) attending the internship.

19. It is a condition of entry that the Finalists and major prize winner may be required to sign a legal release and participation agreement in a form determined by the Promoter.

20. The Promoter collects personal information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including, but not limited to, its agents, contractors, and prize suppliers. Entry is conditional on providing this information. Unless otherwise advised, the Promoter may, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

21. In the event of war, terrorism, state of emergency, disaster or any other event beyond the reasonable control of the Promoter, the Promoter reserves the right to cancel, terminate, modify or suspend the competition or suspend or modify a prize. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

22. The Promoter is Fonterra Brands (Australia) Pty Ltd of Level 2, 40 River Boulevard, Richmond Victoria 3121. ABN 80 095 181 669.