

**FONTERRA BRANDS (AUSTRALIA) PTY LTD**  
**“PROUD TO BE A CHEF 2025 PROGRAM”**

Conditions of Entry:	Information on how to enter and prize conditions form part of these Conditions of Entry. Participation in this program is deemed acceptance of these Conditions of Entry.
Competition Name:	Proud to be a Chef 2025 (“Competition”)
Promoter:	The Promoter is Fonterra Brands (Australia) Pty Ltd, ABN 80 095 181 669, of Level 2, 40 River Boulevard, Richmond Victoria 3121
Website:	<a href="http://www.proudtobeachef.com">www.proudtobeachef.com</a>
Registration and Competition Period:	The Registration Period opens at 09:00 am AEST on 5 August 2024 and closes at 11:59 pm AEST on 31 October 2024. The Competition runs from 1 November 2024 to 5 February 2025.
Entry restrictions:	An entrant must be (“Eligible Entrant”): <ul style="list-style-type: none"> <li>• A resident of Australia or studying full-time in Australia;</li> <li>• Aged 18 years or over as at 2 February 2025;</li> <li>• An apprentice cook enrolled in a government recognised cooking or patisserie course.</li> </ul> <p>Employees of the Promoter (and their immediate families) and agencies associated with this competition are ineligible to enter. Past ‘Fonterra Proud to be a Chef’ finalists are also ineligible to enter.</p>
Registration Method:	To enter the Competition, Eligible Entrants must enter before the close of the Registration Period (by 11:59 pm AEST on 31 October 2024). <ul style="list-style-type: none"> <li>• Complete the application form at <a href="http://www.proudtobeachef.com">www.proudtobeachef.com</a></li> </ul>
Maximum entries permitted:	A maximum of one entry is permitted per person. Incomplete or indecipherable entries will be deemed invalid.

Conditions of Entry:

- 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 or patisserie 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 does not constitute a waiver of those rights.
- This is a game of skill and chance plays no part in the determination of finalists or the winner. Each Eligible Entrant and entry will be individually judged according to the specified criteria. The Promoter's decision in respect of all aspects of the Competition is final and no correspondence will be entered into.
- To enter, Eligible Entrant must during the Competition Period visit [www.proudtobeachef.com](http://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 Eligible 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 in Melbourne or by way of telephone conference. Responses to questions in the interview will assist the Promoter to select finalists for the Competition.
- Prizes, including any unused portion, are not transferable or exchangeable and cannot be taken as cash.
- 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.
- Any cost associated with accessing the Competition website or completing an entry is the entrant's responsibility and is dependent on the Internet service provider used.

- Entries will not be returned to any entrant. As a condition of entering this competition, each entrant licenses 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 competition, 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).
- 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.
- 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.
- It is a condition of entry that the Finalists and prize winners may be required to sign a legal release and participation agreement in a form determined by the Promoter.
- The Promoter collects personal information 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 Competition, 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.

	<ul style="list-style-type: none"> <li>• In the event of war, industrial action, terrorism, pandemic, 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.</li> <li>• 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.</li> <li>• Winners should obtain their own independent financial advice in relation to any tax liability that may arise because of their participation in the Competition.</li> <li>• The Promoter reserves the right to disqualify any entrant, finalist, or winner without compensation if in the reasonable opinion of the Promoter the entrant, finalist or winner engages or has engaged in conduct that would negatively affect the reputation of, or bring the Promoter, its brands, businesses, or the Competition into disrepute or otherwise.</li> </ul>
<p>Selection of finalists:</p>	<ul style="list-style-type: none"> <li>• Up to 32 finalists (“Finalist”) will be selected by a committee appointed by the Promoter, based on their original recipe, responses to questions and if required, verbal interviews with the Competition’s Culinary Educator or other person nominated by the Promoter.</li> <li>• Finalists will be given the opportunity to attend the program in Melbourne (“Melbourne Event”) between 2 February 2025 and 5 February 2025 (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.</li> <li>• At the Melbourne Event, 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 Finalist’s Australian capital city/closest airport to Melbourne airport (if required) for the Melbourne Event, airport transfers within Melbourne, competition-related transport in Melbourne, set meals from breakfast on 2 February 2025 through to breakfast on 6 February 2025, four night’s accommodation, twin share, at venues to be confirmed. Airfare is not redeemable for cash. Promoter will use best efforts to ensure that Finalist’s dietary requirements are accommodated but cannot guarantee that this will be the case.</li> <li>• If the Finalist is from Victoria, then the Melbourne Event does not include airfares and the airfare is not redeemable for cash. Spending money, additional meals, insurance, transport to and from departure point and all other ancillary costs are not included.</li> </ul>

	<ul style="list-style-type: none"> <li>• If a Finalist does not confirm their intention to attend the Melbourne Event by 5pm AEST on 1 December 2024 they will forfeit the opportunity to participate, and an alternative Finalist will be selected in their place. If that next selected Finalist does not confirm attendance within 24 hours of phone notification, then they will forfeit the opportunity to participate and this process will continue until either a Finalist is determined or 15 January 2025, whichever occurs first.</li> <li>• 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 and eligibility for any prize, without compensation.</li> </ul>
<p>Determination of winners:</p>	<ul style="list-style-type: none"> <li>• The best Finalist, as selected by a committee appointed by the Promoter at the Melbourne Event, will be determined to be the overall winner, and will win the major prize. The next three best Finalists will be awarded a minor prize each.</li> <li>• The prize winners will be determined on a combination of their responses to the questions on the application form, and their aptitude during the Master Classes at the Melbourne Event. Their aptitude will be judged by the 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 5 February 2025 at the awards dinner.</li> </ul>
<p>Major Prize:</p>	<ul style="list-style-type: none"> <li>• A culinary sponsorship up to the value of AUS \$7,500. Prize to be used in connection with further culinary experience or education, as approved by the Promoter and the Major Prize must be taken by 31 July 2026.</li> </ul>
<p>Minor Prizes:</p>	<ul style="list-style-type: none"> <li>• Two culinary internships up to the value of AUS \$2000 each. Prize to be used in connection with further culinary experience or education, as approved by the Promoter, and the minor prizes must be taken by 31 July 2026; and</li> <li>• One social media award up to the value of AUS \$1500, in the form of a gift-card, awarded at the end of the Competition, to the Finalist who has best used social media to promote the Promoter, its brands, businesses, and the Competition. The gift-card is subject to separate terms and conditions.</li> </ul>