

FONTERRA BRANDS (AUSTRALIA) PTY LTD
“PROUD TO BE A CHEF 2021”

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**1. FONTERRA BRANDS (AUSTRALIA) PTY LTD
“PROUD TO BE A CHEF 2021” 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 21/02/2021;

(c) Must be an apprentice cook enrolled in a Government recognised cooking course, or current students of Le Cordon Bleu Australia during the period 1/09/2020-14/11/2020 (“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 12am on 1/09/2020 and entries close 5pm on 15/11/2020. (“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 21/02/2021 and 25/02/2021 (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 21/02/2021 through to breakfast on Thursday 26/02/2021, 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 11/12/2020, 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 29/01/2021, 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 24/02/2021 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 29/12/2021.

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 29/12/2021.

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 29/12/2021.

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.

**2. PROUD TO BE A CHEF
SOCIAL MEDIA COMPETITION
TERMS & CONDITIONS**

Who is running the promotion?	The Promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669), Level 2, 40 River Boulevard, Richmond, Victoria 3121. Phone: 1800 816 773.
When will the promotion start and end?	The promotion starts at 9.00am (AEDST) on 01.09.2020 and final entries close at 9:59am (AEDST) on 01.09.2020 (the Promotional Period).
Who can enter?	<p>Entry is only open to individuals who:</p> <ul style="list-style-type: none"> (a) are residents of Australia; (b) are aged 18 years or over as at 21/02/2021; (c) are current students of a participating TAFE; (d) attend the Proud to be a Chef Virtual Launch Event on 1 September 2020 ("Event"). <p>Employees (and their immediate families) of the Promoter and contractors, agencies and suppliers associated with this promotion are not eligible for entry. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p>
Entry Instructions	<p>To enter, Eligible Entrants must undertake the following steps during the Promotional Period:</p> <ul style="list-style-type: none"> • share a photo of themselves the Event with the tag #PTBAC21 on their social media (Facebook, Instagram). <p>Each Eligible Entrant warrants to the Promoter that the photo submitted is an original creative work of the Eligible Entrant that does not infringe on the rights of any third party. Photos that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions, as determined by the Promoter, will at the discretion of the Promoter be removed from the promotion. In addition, any Eligible Entrant that submits such content will not be eligible to win.</p>
Limit on entries	Multiple entries are permitted.
Draw	<p>The draw will take place at 4/420 St Kilda Road, Melbourne, Victoria 3004 on 01.09.2020 at 10:00am AEDST.</p> <p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p>

Winner Notification and Publication	The winner will be notified in writing via email within two (2) business days of the draw.
Prizes	The first valid entry randomly drawn from all valid entries received, will win a \$250.00 Good Food voucher or gift card. If the winner of a prize is under the age of 18, the prize will be awarded to the individuals nominated parent/guardian. Good Food is not a participant in or sponsor of this promotion.
Total Prize Pool Value	The total prize pool value is \$250.00
Unclaimed Prize Draw	A draw for any unclaimed prizes may take place on 04.09.2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in writing by email, within two (2) business days of the draw.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information on how to enter and the prizes form part of these Terms and Conditions. Entry into the promotion will be deemed as acceptance of these Terms and Conditions.

General

- 2 If an Eligible Entrant or their Entry is deemed by the Promoter to breach these Terms and Conditions, their entry (or at the Promoter's discretion, all of their entries) may be discarded. The Promoter may, at any time, require Eligible Entrants to produce documentation to establish to the Promoter's satisfaction the validity of their entry (including documentation establishing their identity, age and place of residence). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 3 Eligible Entrants must not:
 - (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 4 The Promoter is not liable for entries or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 5 If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
- 6 If for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 7 The Promoter's decision in connection with all aspects of this promotion is final.

- 8 Prizes are not transferable, exchangeable and cannot be taken as cash.
- 9 The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in the value of a prize.
- 10 Eligible Entrants agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may, subject to any directions from a regulatory authority, provide another item of equal or higher value.
- 11 If this promotion cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may, subject to any directions from a regulatory authority, end, change, suspend or cancel the promotion or disqualify affected Eligible Entrants.
- 12 Eligible Entrants 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.
- 13 Any cost associated with accessing the promotional website or the Eligible Entrant's Social Media account is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.

Content

- 14 Eligible Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and Photographs ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original artistic work of the Eligible Entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Eligible Entrant agrees to indemnify the Promoter for any breach of the above terms.

- 15 As a condition of entering this promotion, each Eligible Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt,

publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

Liability

- 16 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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 .
- 17 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 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 Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) use of a prize.
- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.

Collection and use of Eligible Entrant's personal information

- 19 The Promoter may collect Eligible Entrant's personal information directly or through its agents or contractors. The Promoter will use Eligible Entrant's personal information to conduct the promotion. The Promoter may disclose Eligible Entrant's personal information to its related companies, agents, contractors and, as required, to Australian regulatory authorities to assist in conducting this promotion, communicating with Eligible Entrants or storing data. This may include disclosures to organisations outside Australia. The Promoter's Privacy Policy (see <https://www.anchorfp.com.au/en/legal/privacy-policy.html>) includes information about:
 - (i) how to seek access to the personal information the Promoter holds about Eligible Entrants and seek correction of the information; and
 - (ii) how to complain about a privacy breach and how the Promoter will deal with such a complaint.