Anchor Food Professionals & PFD Exclusive Promotion 2023

TERMS AND CONDITIONS

1. Information on how to enter, and any prize terms form part of these Terms and Conditions. You agree to these Terms and Conditions by participating in the promotion.

Who is the promoter?

2. The promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669) (we, us, our) of Level 2, 40 River Boulevard, Richmond VIC 3121, telephone 1300 738 484.

Who can enter?

- 3. Entry is only open to you if you are a foodservice business operating in Australia who has ordered Eligible Products through PFD Food Services Pty Ltd (ABN 29 006 972 381) and its related bodies corporate (**PFD**) during the Promotional Period (**you**).
- 4. A 'foodservice business' is a business that serves food on premises including restaurants and cafes, pubs, clubs, independent pizzerias and independent quick service restaurants. Chain quick service restaurant outlets are not eligible to participate.
- 5. Our employees (and persons sharing the same household) and agencies associated with this promotion and any foodservice business in which they have an interest are not eligible to participate.

What is the promotional period?

6. The promotion starts at 12:01 am, Melbourne time on 28/08/23 and ends at 11:59pm Melbourne time on 01/10/23 (**Promotional Period**).

How do you enter?

- 7. To enter, you must:
 - (a) buy, in 1 transaction, a minimum of \$200 across any <u>3 different</u> Eligible Products from PFD during the Promotional Period (Qualifying Transaction); and
 - (b) submit these details directly to us at <u>anchorfppromotion.com</u>:
 - Your business's name;
 - Your contact person's (who must be 18 or older) full name, contact number and email;
 - Invoice or receipt number.

(valid entry)

8. You must retain and provide us with a copy of your invoice or receipt that states the value, place, date, and time of purchase from PFD within the Promotional Period, but prior to a winning entry (**Proof of Purchase**) to claim a prize. If you can't produce the Proof of Purchase, we may disqualify you and forfeit your prize.

9. Eligible Products are:

Product	PFD Product Codes	Size
Anchor Hi-Melt Burger Slices	382196	1.368Kg
Anchor Processed Burger Slices	247522	1.04kg
Mainland Cheese Tasty Shredded	036031	2Kg
Mainland Cheese Egmont Shredded	099166	2Kg
Mainland Cheese Mozzarella Shredded	036032	2Kg
Mainland Cheese Swiss Slices	099162	1Kg
Mainland Cheese Tasty Slices	099167	1.5Kg
Mainland Cheese Egmont Slices	213406	1.5Kg
Mainland Tasty Thins Slices	384607	1.5kg
Bega Processed Slices	085491	1.5kg
Bega Tasty Slices	097676	1.5Kg

- 10. Entries will be deemed to be accepted at the time of receipt into our database, and not at the time you transmitted it. Incomplete or incomprehensible entries are invalid. All entries become our property.
- 11. Multiple entries are permitted per week, but each entry must be a Valid Entry, be submitted separately, and be supported by separate invoices. An entry is only valid for one Weekly Draw.
- 12. We reserve the right to verify the validity of entries and your eligibility. We may at our sole discretion, disqualify anyone who we have reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct that may jeopardise the fair and proper conduct of the promotion. Failure by us to enforce any of our rights at any stage does not constitute a waiver of those rights. Our rights to recover damages or other compensation from a person who breaches these Terms and Conditions are reserved.

How are prize winners selected?

13. This is a game of chance and winners will be randomly selected. All valid entries received in the prior week will be drawn randomly. The first drawn entry will win the

Tier 1 Prize, the next 10 drawn entries will each win the Tier 2 Prize and the next 12 drawn entries will each win a Tier 3 Prize. \

Weekly Draws

- 14. There will be five weekly draws (each week is a period of 7 days from Monday to the following Sunday) (each a **Weekly Draw**)
- 15. All draws will take place at 51a/23 Norton Street, Leichhardt, NSW 2040. Entries open and close for each weekly draw on the dates and times shown below. Winners will be notified by email within three business days of the draw and their details will be published on anchorfppromotion.com.

Draw	Entries open Melbourne time	Entries close Melbourne time	Number of prizes	Draw date/time (AEST)	Publication date
Draw 1	28/08/23 12:01am	03/09/23 11:59pm	23	04/09/23 2pm	12/09/23
Draw 2	04/09/23 12:01am	10/09/23 11:59pm	23	11/09/23 2pm	19/09/23
Draw 3	11/09/23 12:01am	17/09/23 11:59pm	23	18/09/23 2pm	26/09/23
Draw 4	18/09/23 12:01am	24/09/23 11:59pm	23	25/09/23 2pm	03/10/23
Draw 5	25/09/23 12:01am	01/10/23 11:59pm	23	02/10/23 2pm	10/10/23

16. We may draw additional reserve entries and record them in order in case an invalid or ineligible entry is drawn. Our decision is final.

Prizes

- 17. There are 115 prizes with a total prize pool of \$18,000:
 - Tier 1 Prize: a Digital Prepaid Mastercard® valued at \$2,000 (1 prize per week, total 5 prizes)
 - Tier 2 Prize: a Digital Prepaid Mastercard® valued at \$100 (10 prizes per week, total 50 prizes)
 - Tier 3 Prize: a Digital Prepaid Mastercard® valued at \$50. (12 prizes per week, total 60 prizes)
- 18. Any ancillary costs associated with claiming or redeeming a prize are not included. Any unused balance of a Digital Prepaid Mastercard® will not be awarded as cash. The

Digital Prepaid Mastercard® is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard Asia/Pacific Ptd. Ltd. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard® is subject to its standard terms and conditions, which can be found at https://thecardnetwork.com.au/pages/terms-conditions.

19. If any prize is unavailable, we reserve the right to substitute the prize with a prize of equal value, subject to any written directions from a regulatory authority. Prizes are not transferable or exchangeable and cannot be taken as cash. You are responsible for any tax consequences.

Unclaimed prizes

- 20. If for any reason a winner does not take a prize by the time stipulated by us, then the prize will be forfeited and will be subject to an unclaimed prize draw.
- 21. A draw for any unclaimed prizes will, if necessary, take place on 30/10/23 at the same time and place as the original draws, subject to any direction from a regulatory authority. Winners will be notified by telephone and email within two business days of the draw and published on www.anchorfppromotion.com from 12/09/23.

Cancelling, changing, or rescheduling the promotion

22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond our reasonable control, then subject to any direction from a regulatory authority, we reserve the right to modify, suspend, reschedule, terminate, or cancel the promotion, as appropriate.

Consumer guarantees and limitation of liability

23. Nothing in these Terms and Conditions limits, excludes, or modifies or purports to limit, exclude or modify applicable consumer guarantees under the *Competition and Consumer Act 2001* (Cth), or any other applicable rights under 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, we (and our officers, employees and agents) excludes all liability (including arising out of 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, or connected to the promotion or a prize.

Publicity and personal information

24. You and your contact person consent to us using your and their name, likeness, image, and voice in the event you win, in any media for an unlimited period without remuneration, for the purpose of promoting this promotion, and any of our products.

25. We collect, store, and use personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Your entry is conditional on providing this PI. We will also use and handle PI as set out in our Privacy Policy, which can be viewed at anchorfppromotion.com. In addition to any use that may be outlined in our Privacy Policy, we may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you and your contact person. The Privacy Policy also contains information about how you and your contact person may opt out, access, update or correct their PI, how you may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. We will not disclose PI to any entity outside of Australia.

NSW Authority No. TP/ 00772. ACT Permit No. TP23/ 01257. SA Permit No. T23/ 972.