

Nestlé – TRADE PROMOTION TERMS AND CONDITIONS

<u>Schedule to Conditions of Entry</u>											
Promotion Name	Nestlé Professional Golden Chefs ORALIS Instagram Giveaway (“The Promotion”)										
Promoter	The Promoter is Nestlé Australia Ltd ABN 77 000 011 316 of 1 Homebush Bay Drive Rhodes NSW 2138 and Nestlé New Zealand Limited of 12-16 Nicholls Lane, Parnell, Auckland, New Zealand.										
Website	https://www.goldenchefs.com.au/										
Promotional Period	The Promotion starts at 12.01am AEDT on 15 October 2021 and closes at 11:59pm AEDT on 12 November 2021.										
Entry Restrictions	Entry is open to residents of Australia and New Zealand who are aged 18 years or over (“Eligible Entrant”).										
Entry Method	<p>To enter, Eligible Entrants must during the Promotional Period:</p> <ul style="list-style-type: none"> (i) Share a post (photo/video) on their Instagram feed of a dish that means something to them and explain why; (ii) Add the following tags to their post: #DanielGarwood #chefsmakingadifference #mentalhealthawarenessmonth #mentalhealthmatters and @golden_chefs <p>The Promoter will judge all entries in accordance with Judging Details to determine winners.</p>										
Maximum entries permitted	One (1) entry per Eligible Entrant.										
Judging Details	Judging will take place at 9:00am on 13 November 2021 at 1 Homebush Bay Drive, Rhodes NSW 2138. The five (5) most creative, original and suitable entries will be deemed a Major Prize Winner and will be awarded with a Major Prize. All decisions are at the discretion of the Promoter and no correspondence will be entered into.										
Prize	<table border="1"> <thead> <tr> <th>Type</th> <th>No. Available</th> <th>Details</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>Major Prize</td> <td>Five (5)</td> <td>The Major Prize will consist of:</td> <td>\$120AUD RRP</td> </tr> </tbody> </table>	Type	No. Available	Details	Value	Major Prize	Five (5)	The Major Prize will consist of:	\$120AUD RRP		
Type	No. Available	Details	Value								
Major Prize	Five (5)	The Major Prize will consist of:	\$120AUD RRP								

			- 1 x ORALIS Hardcover Book by Daniel James Garwood.	
Value of Prize Pool	Up to \$600			
Conditions of prize	As per conditions of entry. Prizes are not transferable & cannot be converted to cash.			
Prize Winner Notification	Major Prize Winners will be notified by Instagram via DM/reply comment to the post by 5.00pm AEDT on 15 November 2021.			
Prize Winner Publication Details	The first name and first letter of surname (or social media handle) of the Major Prize Winners will be published on https://www.goldenchefs.com.au/give-away by 5.00pm AEDT on 29 November 2021.			
Prize Claim Date	All prizes must be claimed by 5.00pm AEDT on 15 December 2021. If the prize is not claimed by the Prize Claim Date, the prize will be forfeited and the Promoter may determine an alternative winner.			
Re-Judging and Prize Winner Notification and Publication Details	In the event that the prize is not claimed by the Prize Claim date, or an entry is deemed invalid, or otherwise forfeited, the Promoter will re-judge entries to determine prize winner at 9.00am AEDT on 16 December 2021 at 1 Homebush Bay Drive, Rhodes NSW 2138. The winner will be notified by email or telephone and their name will be published at on https://www.goldenchefs.com.au/give-away on the same date.			

Conditions of Entry

1. These Conditions of Entry are to be read in conjunction with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between the Conditions of Entry and the Schedule to Conditions of Entry, the Schedule to Condition of Entry prevails.
2. Information on how to enter & prizes form part of these terms & conditions. Any entry not complying with these Conditions of Entry and Schedule to Conditions of Entry is invalid.
3. **Standard entry restriction:** Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with the Promotion and their immediate families are ineligible to enter.
4. **Promotional Period:** The Promotion will take place during the Promotional Period. Any entry that occurs outside this period is invalid.
5. **Entry by SMS:** Should the Promotion require an SMS entry, the cost of sending a text entry is the responsibility of the entrant and will vary depending on the mobile network used. Total cost of text entry

made within Australia will not exceed 60 cents including GST, whether sent during the Promotional Period or not. Entrants may need to consult their mobile phone provider prior to entering the Promotion.

6. **Receipt of entries for electronic entries:** Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission.
7. **Games of Chance:** If more than one prize is offered for that draw, the prize with the highest value will be awarded first. If other prizes are available to be won in the Promotion, they will be awarded in descending value. The name of any prize winner will be published on the internet at www.nestle.com.au/productnews/winners
8. **Games of skill:** All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.
9. **Verification Requirements:** The Promoter may require the entrant to provide proof of identity, age, and residency. Where the Promotion requires the purchase of a product(s), the Promoter reserves the absolute discretion to require any prize winner to produce the original purchase receipt/s for every entry they or their household made during the Promotion period in order to claim a prize. If an entry cannot be verified to the Promoter's satisfaction, the entry will be invalid.
10. **Monetary Prizes:** If money is offered as a prize, the prize may be awarded in a cheque form or by eftpos transfer to a nominated bank account. If the prize is to be delivered by eftpos, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited. Eftpos transfers may take up to 30 days to process.
11. **Tickets to an Event or an Experience:** If tickets to an event or an experience are offered as a prize, the prize will be subject to the organiser's terms. The Promoter is not liable for any cancellation or re-scheduling that may prevent prize fulfilment. The tickets to the event cannot be converted to cash nor replaced if lost, stolen or defaced. Tickets can only be used on the date(s) specified on the ticket.
12. **Trip Prize:** If travel is offered as a prize, flights and accommodation are subject to availability at time of booking. Additional spending money, meals, taxes, valid passports, visas, transport to & from departure point additional transfers, insurance & all other ancillary costs not specifically stated in the Schedule to Conditions of Entry are the responsibility of the winner. It is a condition of accepting the prize that all components of the prize be taken during the trip and all persons taking the trip depart from & return to the winner's nearest capital city at the same time unless otherwise agreed by the Promoter & that all persons taking the trip sign a waiver of liability & an indemnity in the form determined by the Promoter in its absolute discretion.
13. **Vouchers:** If a voucher is offered as a prize, the prize will be subject to the issuer's terms of use and are valid until the voucher expiry date stated on the voucher itself. The card cannot be converted to cash nor replaced if lost, stolen or defaced.
14. **Vehicle:** If a vehicle is offered as a prize, the vehicle includes registration, 3rd party insurance, a full tank of petrol and all on-road costs. Any additional costs including comprehensive insurance and additional optional extras are the responsibility of the winner.

15. **Standard Prize Restriction:** All prizes unless stated to the contrary are not transferable & cannot be converted to cash.
16. **Prize Value:** Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize.
17. **Prize Delivery:** Prizes will only be delivered in Australia and each winner should allow 28 days from prize winner determination for delivery of their prize, or (if required) the date they advise the Promoter of their nominated Australian bank account details for their prize money to be deposited.
18. **If a prize winner or participant is under the age of 18 years of age:** The prize will be awarded to the winner's parent/guardian on their behalf. The Promoter may require a winner under the age of 18 years to be accompanied by their parent or legal guardian throughout prize fulfilment.
19. **If the prize becomes unavailable:** The Promoter may substitute a different prize item of equal or greater value in the event that any prize item is unavailable despite the Promoter's reasonable endeavours to procure within Australia. This substitution may be subject to any approval process required by any relevant gaming or lotteries authority if the Promotion is a game of chance.
20. **Australian Consumer Law:** The winner should look to the manufacturer of products and provider of services awarded as prizes for all warranties. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
21. **Tampering:** The Promoter reserves the right to disqualify any individual entrant or group of entrants for tampering with the entry process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple entries that are not associated with a separate eligible purchase, or submitting an entry which is not otherwise in accordance with these Conditions of Entry and Schedule to Conditions of Entry. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all entries made by that individual invalid, the Promoter may also preclude that entrant from participation future promotions of the Promoter.
22. **Risks:** The entrant acknowledges that participation in the Promotion and prize fulfilment may involve risk. The Promoter may require a winner (and their companions) to sign an indemnity and release prior to participation in the prize fulfilment or participation in the Promotion.
23. **Technical Malfunction:** If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
24. **Publicity:** Winners may be required to participate in a follow-up interviews and publicity. By entering the Promotion and claiming a prize, the winner agrees that the Promoter may use their name, image and

photograph/s for publicity and Promotion purposes, without compensation, and agrees that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.

25. **Entry Content:** The Promoter may use their entry content, name, likeness, images, photograph/s, film and sound recordings and any other material created during their participation in the Promotion for publicity and promotion purposes for an unlimited time throughout the world without compensation in any media, social media, advertising and/or promoting any goods or services of the Promoter.
26. **Copyright:** It is a condition of participating in the Promotion that the entrant warrants that their entry is original and does not infringe the intellectual property of any third parties. The entrant assigns all rights, title and interest in their entry to the Promoter without compensation. The entrant further agrees not to object to the Promoters use of the entry material on the basis of any moral right. The Promoter may, if required request that an entrant complete any documentation necessary to give effect to this assignment of right, title and interest.
27. **Liability:** The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the prize, except for any liability which cannot be excluded by law.
28. **Disruptive, abusive, unsuitable entries:** The Promoter may determine all entries invalid and/or preclude participation by an entrant if an entrant disrupts, annoys, abuses, acts contrary to law or engages in fraudulent misleading and deceptive conduct.
29. **Tax:** Winners should obtain their own independent financial advice in relation to any tax liability that may arise as a result of their participation in the Promotion.
30. **Promoters Decisions:** All decisions of the Promoter are at their complete discretions and are final. No correspondence will be entered into.
31. **Social Media:** The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Entrants completely release Facebook, Instagram or Twitter from any and all liability relating to the Promotion.
32. **Privacy:** Each entry becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy which can be accessed by visiting www.nestle.com.au or www.nestle.co.nz or calling 1800 025 361 (AU) or 0800 830 840 (NZ).