

Nestlé – TRADE PROMOTION TERMS AND CONDITIONS

<u>Schedule to Conditions of Entry</u>	
Promotion Name	Unleash Your Culinary Genius with Nestlé Professional offer (“The Promotion”)
Promoter	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 trading as Nestlé Professional of 1 Homebush Bay Drive, Rhodes NSW 2138.
Website	https://www.nestlepromotions.com.au/nestleprofessional_ingredientbox
Promotional Period	The Promotion starts at 12.01am AEST on 1 July 2024 and closes at 11.59pm AEST on 8 August 2024.
Claim Restrictions	Entry is open to participants in the Golden Chef 2024 promotion, who have received a Nestlé Professional ingredient gift box (“Eligible Claimant”).
Claim Method	<p>To enter, Eligible Claimants must during the Promotional Period:</p> <ul style="list-style-type: none">(i) Using the ingredients in the provided Nestlé Professional Gift Box, create a maximum 30-second video (or photo(s)), showcasing their unique recipe idea, or savvy tip that food service businesses will find irresistible! (Note full recipes and method are not required);(i) Visit https://www.nestlepromotions.com.au/nestleprofessional_ingredientbox(ii) Complete claim form and upload video[^]. Note: For video and photo production guidelines and requirements visit [https://www.goldenchefs.com.au/recipeidea <p>The Promoter will review all claims and provide a Gift in accordance with Delivery of gift below.</p>

Maximum claims permitted	Two (2) claims per Eligible Claimant.				
Gift	<table border="1" data-bbox="523 488 1198 840"> <thead> <tr> <th data-bbox="523 488 692 663">Type</th> <th data-bbox="692 488 1198 663">Value</th> </tr> </thead> <tbody> <tr> <td data-bbox="523 663 692 840">Gift</td> <td data-bbox="692 663 1198 840">\$50 Prezzy gift card</td> </tr> </tbody> </table>	Type	Value	Gift	\$50 Prezzy gift card
Type	Value				
Gift	\$50 Prezzy gift card				
Conditions of Gift	As per conditions of entry. The gift card not transferable and is not redeemable for cash. Gift cards are subject to separate terms and conditions which can be found via link on the card.				
Notification of successful claim	<p>Each claimant will be notified via email to the email address nominated when completing the online claim form to advise if their claim is valid or invalid within 10 business days of receipt.</p> <p>If a claim is assessed as invalid or potentially invalid and the Promoter requires any further information in order to determine the outcome of a claim, the Promoter may inform the claimant by email ("Notification Email").</p> <p>The claimant will then have seven (7) business days from the date of the Notification Email to provide the requested information to the Promoter, unless expressly stated otherwise in the notification email.</p> <p>The Promoter reserves the right to assess any claim submitted invalid if an Eligible Claimant fails to provide the required information within the time specified.</p>				

<p>Delivery of gift</p>	<p>The Promoter will endeavour to provide each claimant with their gift within 28 days. If delivery of the gift is delayed for reasons beyond the reasonable control of the Promoter the Promoter will advise the claimant of the delay via email.</p>
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Conditions of Claim

1. These Conditions of Claim are to be read in conjunction with the Schedule to Conditions of Claim. To the extent that there is any inconsistency between the Conditions of Claim and the Schedule to Conditions of Claim, the Schedule prevails.
2. Information on how to submit a claim form part of these terms & conditions. Any claim not complying with these Conditions of Claim and Schedule to Schedule to Conditions of Claim is invalid.
3. **Standard claim restriction:** Employees, agents, successors, and assignees of Promoter, its advertising agencies and promotional companies involved in this Promotion, as well as family and household members of same, shall be ineligible to participate in the Promotion and shall be ineligible for any redemption covered herein.
4. **Promotional Period:** The Promotion will take place during the Promotional Period. Any claim that occurs outside this period is invalid.
5. **Receipt of electronic claims:** Claims 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 a claimant or occurring during transmission.
6. **Verification Requirements:** The Promoter may require the claimant to provide proof of identity, age, and residency. Where the Promotion requires the purchase of a product(s), the Promoter may require any claimant to verify every claim they made during the Promotion period in order to claim a reward. If a claim cannot be verified to the Promoter's satisfaction, the claim will be invalid.
7. **Standard Reward Restriction:** All rewards unless stated to the contrary are not transferable & cannot be converted to cash.
8. **Reward Value:** Reward value is correct at time of printing but no responsibility is accepted for any variation in the value of any award.
9. **Reward Delivery:** Rewards will only be delivered in Australia and each claimant should allow 28 days from receiving your validated confirmation email for delivery of their reward.
10. **Australian Consumer Law:** 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.
11. **Tampering:** The Promoter may disqualify any claimant for tampering with the claim process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple claims that are not associated with a separate eligible purchase, or submitting a claim which is not otherwise in accordance with these Conditions of Claim and Schedule to Conditions of Claim. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all claims made by that individual invalid, the Promoter may also preclude that claimant from participation future promotions of the Promoter.

12. **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, 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.
13. **Liability:** To the extent permitted by law: (a) Nestlé's only liability is as expressly stated in these terms and provisions in the Australian Consumer Law that cannot be excluded and all other guarantees, warranties and conditions are excluded; and (b) Nestlé will not be liable to you (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit or loss of opportunity
14. **Disruptive, abusive, unsuitable claims:** The Promoter may determine all claims invalid and/or preclude participation by a claimant if they disrupt, annoy, abuse, act contrary to law or engages in fraudulent misleading and deceptive conduct.
15. **Tax:** Claimants 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.
16. **Promoter's Decisions:** All decisions are at the discretion of the Promoter (acting reasonably) and are final. No correspondence will be entered into.
17. **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 X (formerly known as Twitter) from any and all liability relating to the Promotion (this release is a requirement of the operators of Facebook, Instagram and X (formerly known as Twitter)).
18. **Privacy:** Each claim 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 calling 1800 005 510.