

## **Nestlé – TRADE PROMOTION TERMS AND CONDITION**

| <b><u>Schedule to Conditions of Entry</u></b> |   |
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| <b>Promotion Name</b>                         | Nestlé GOLDEN CHEF’S HAT AWARD (“The Promotion”)  |
| <b>Promoter</b>                               | The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 of 1 Homebush Bay Drive Rhodes NSW 2238 and Nestlé New Zealand Limited of 12-16 Nicholls Lane, Parnell, Auckland, New Zealand.   |
| <b>Website</b>                                | <a href="https://www.goldenchefs.com.au/">https://www.goldenchefs.com.au/</a>   |
| <b>Promotional Period</b>                     | The Promotion opens at 12:01am AEDT on 3 March 2025 and closes at 11:59pm AEST on 31 December 2025.   |
| <b>Registration Period</b>                    | Registrations open at 12:01am AEDT on 3 March 2025 and close at 11:59pm AEST on 16 May 2025.  |
| <b>Entry Restrictions</b>                     | <p>An entrant must fulfil all of the criteria below (“Eligible Entrant”):</p> <ul style="list-style-type: none"><li>- Be a resident of Australia or New Zealand (i.e. residing in Australia or New Zealand as an Australian or New Zealand citizen, resident or a holder of a valid visa during the Promotional Period; and</li><li>- Be aged between 16 and 24 years old on 31 December 2025. Entrants under the age of 18 must have the permission of their parent/guardian prior to entering and be accompanied by their parent/ guardian to all events); and</li><li>- Currently or recently employed (within past 12 months) in the culinary profession (e.g. chef, cook, apprentice) and have the consent of their employer prior to entering OR be a current culinary student; and</li><li>- If invited, be available to attend Round 2 (The Regional and Metro Cook-offs) in June-July 2025) and if invited, Round 3 (The Grand Final Cook-offs), which will occur in SYDNEY, NSW between 8 - 9 September 2025 (see Conditions of Prize for more information). Entrants must be available to attend from 6 September 2025 – 11 September 2025</li></ul> |
| <b>Registration Method</b>                    | To enter the Promotion, Eligible Entrants must before the close of the Registration Period (by 11.59pm AEST on 16 May 2025):  |

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| <p><b>Promotion and Judging Details</b></p> | <p><b><u>Round 1</u></b><br/> All Eligible Entrants will qualify to attend Round 2 (The Regional &amp; Metro Cook-offs) ("Round 1 Qualifier"), so long as they meet the Entry Restrictions and have completed the steps in the Registration Method before the end of the Registration Period (by 11.59pm AEST on 16 May 2025). In the event that there are too many entries per region, we reserve the right to determine eligibility in accordance with our Judging Criteria based on your response to the Promotion Question 'Tell us why you want to enter the Golden Chef's competition'. Entries to the Promotion Question will be judged on creativity, suitability, and originality. The Eligible Entrants with responses that best meet these criteria will qualify to attend Round 2 (The Regional &amp; Metro Cook-offs) ("Round 1 Qualifier"). The maximum number of Eligible Entrants per region is outlined in regions above.</p> <p><b><u>Round 2 (The Regional and Metro Cook-offs)</u></b><br/> All Round 1 Qualifiers will be invited to compete in this round which will occur between June 2025 and July 2025 (the exact time, date and location will be communicated by the Promoter at a closer date).<br/> Entrant's participation in this round will be judged by the Judging Committee in accordance with the Australian Culinary Federation, NZChefs and Nestlé GOLDEN CHEF'S HAT AWARD Judging Guidelines, which can be found at: <a href="https://www.goldenchefs.com.au/competition-info/judging-and-ingredients">https://www.goldenchefs.com.au/competition-info/judging-and-ingredients</a></p> <p>The top one (1) entrant per region (the twelve (12) Regions are listed above) will be deemed Round 2 (The Regional and Metro Cook-offs) Major Prize Winners and will win a Round 2 (The Regional and Metro Cook-offs) Major Prize. They will also be invited to participate in Round 3 (The Grand Final Cook-off) which will be held in SYDNEY, between 8 - 9 September 2025 (see Conditions of Prize below for more information on this element of the Promotion). Entrants must be available to attend from 6 September 2025 – 11 September 2025. <b><u>*Note for Region 2: For the avoidance of doubt, please note that despite there being two heats for Region 2, only one (1) entrant from Region 2 will proceed to Round 3 (The Grand Final Cook-off). This entrant will be the person who scores the highest points from the two (2) NSW Regional heats.</u></b></p> <p><b><u>Round 2 Regional and Metro Cook-offs Best Signature Dish Award:</u></b> The Entrant who creates the most impressive signature dish that reflects their personal style, culture and culinary philosophy in their main or dessert course presentations will be deemed a Round 2 Regional and Metro Cook-offs (Best <u>Signature Dish</u> Award) Winner and will be awarded with a Round 2 Regional and Metro Cook-offs <u>Best Signature Dish</u> Award.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• If participation rates are low in any region, the Promoter reserves the right to require participants to travel to a neighbouring region to participate in a Regional or Metro Cook-off. Should this occur, the Promoter will provide a reasonable travel and accommodation allowance. If participation rates are high in any region, the Promoter</li> </ul> |
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|  | <p>reserves the right to require a two (2) day cook off, with participation to take place on either day one (1) of the Round 2 Regional or Metro Cook-off or day two (2) of the Round 2 Regional or Metro Cook-off.</p> <ul style="list-style-type: none"> <li>• Entrants under the age of 18 must be accompanied by their parent or legal guardian to all events. In the event the Promoter is unable to conduct this round strictly in accordance with the terms and conditions it will be the Promoter's sole discretion to change the format, judging criteria and timing of this element of the Promotion</li> <li>• All decisions throughout the Promotional Period are at the discretion of the Promoter's Judging Committee, are final and no correspondence will be entered into</li> </ul> <p><b><u>Round 3 (The Grand Final Cook-off)</u></b></p> <p>The twelve (12) Round 2 (The Regional and Metro Cook-offs) Major Prize Winners will be required to attend this round which is the Grand Final Cook-offs occurring in SYDNEY. Entrants must be available to attend from 6 September – 11 September 2025 (the exact time, date and location will be communicated by the Promoter at a closer date).</p> <p>Judging will take place by the Judging Committee during the Grand Final Cook-offs. Entrants will be judged in accordance with the Australian Culinary Federation, NZChefs, Worldchefs and Nestlé GOLDEN CHEF'S HAT AWARD, which can be found at <a href="https://www.goldenchefs.com.au/competition-info/judging-and-ingredients">https://www.goldenchefs.com.au/competition-info/judging-and-ingredients</a></p> <p>Medal results and Golden Chef of the Year will be notified in person at an Awards Night held on the 10 September 2025. The Prizes will be awarded as follows:</p> <ul style="list-style-type: none"> <li>• <u>Round 3 Grand Final Cook-off Major Prize winner (Golden Chef of the Year)</u>: The Entrant that has the most points in the Grand Final Cook-offs will be deemed the Round 3 Grand Final Cook-off Major Prize winner (Golden Chef of the Year) and will be awarded with the "Round 3 Grand Final Cook-off (Golden Chef of the Year) Major Prize";</li> <li>• <u>Round 3 Grand Final Cook-off Most Creative Use of Nestlé Product winner</u>: The Entrant that has demonstrated the most creative use of Nestlé products in their entrée, main or dessert course presentations (as per judging criteria above) will be deemed a Round 3 Grand-Final Cook-off Minor Prize (Most Creative Use of Nestlé Product) Winner and will be awarded with a "Round 3 Grand-Final Cook-off Minor Prize (Most Creative Use of Nestlé Product)";</li> <li>• <u>Round 3 Grand Final Cook-off Best Savoury Dish</u><br/>The entrant that has obtained the highest points for either their entrée or main course will be deemed a Round 3 Grand Final Cook-off Minor Prize (Best Savoury Dish) Prize Winner and will be awarded</li> </ul> |
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|  | <p>with a “Round 3 Grand Final Cook-off Minor Prize (Best Savoury Dish)”;</p> <ul style="list-style-type: none"> <li> <p><u>Round 3 Grand Final Cook-off Best Dessert Dish</u><br/>The Entrant that has obtained the highest points for their dessert will be deemed a Round 3 Grand Final Cook-off Minor Prize (Best Dessert Dish) Winner and will be awarded with a “Round 3 Grand Final Cook-off Minor Prize (Best Dessert Dish)”.</p> </li> <li> <p><u>Round 3 Grand Final Cook-off Best Signature Dish Award</u><br/>The Entrant who creates the most impressive signature dish that reflects their personal style, culture and culinary philosophy in their main or dessert course presentations will be deemed a Round 3 Grand Final Cook-offs (Best Signature Dish Award) Winner and will be awarded with a Round 3 Grand Final Cook-off Minor Prize (<u>Best Signature Dish Award</u>).</p> </li> <li> <p><u>Round 3 Grand Final Cook-off BUONDI All Rounder</u><br/>The Entrant who excels in working harmoniously with the team, actively supports others, communicates effectively, and contributes positively to the team's performance and dynamics will be deemed a Round 3 Grand Final Cook-off Minor Prize (Best BUONDI All Rounder) Winner and will be awarded with a “Round 3 Grand-Final Cook-off Best All Rounder Award;</p> </li> </ul> <p>Entrants under the age of 18 must be accompanied by their parent or legal guardian to all events. In the event the Promoter is unable to conduct this round strictly in accordance with the terms and conditions, it will be the Promoter’s sole discretion to change the format, judging criteria and timing of this element of the Promotion. If the Promoter is unable to fairly proceed with this final round it may in its sole discretion, allocate the Round 3 prizes between the twelve (12) Round 2 Major Prize Winners.</p> <p>All decisions throughout the Promotional Period are at the discretion of the Promoter’s Judging Committee, are final and no correspondence will be entered into.</p> |
| <p><b>The Most Sustainable Approach Award (optional entry)</b></p> | <p><b>OPTIONAL VIDEO SUBMISSION ENTRY - Most Sustainable Approach Award</b></p> <p>In this year of the Golden Chef Promotion, we are giving all Round 1 Qualifiers who compete in Round 2 (The Regional and Metro Cook-offs), the opportunity to win the Most Sustainable Approach Award.</p> <p>To enter, Round 1 Qualifiers will need to go to <a href="https://www.goldenchefs.com.au/sustainabilityaward">https://www.goldenchefs.com.au/sustainabilityaward</a> and submit a short, maximum 90 second video demonstrating one innovative sustainable practice/idea in their place of work. Entries close (by 11.59pm AEST on 16 August, 2025).</p> <p>The video must include the requirements as per production guidelines available at <a href="https://www.goldenchefs.com.au/sustainabilityaward">https://www.goldenchefs.com.au/sustainabilityaward</a>.</p>  |

|       | Judging will take place by the video Judging Committee between 18-21 August 2025. The Entrant that has demonstrated the most innovative sustainable practice in their local place of work will be deemed a Minor Prize (Sustainable Practice). All decisions throughout the Promotional Period are at the discretion of the Promoter's Judging Committee, are final and no correspondence will be entered into. The Winner will be notified by 31 August 2025 and will be announced at the Nestle Golden Chef's Hat Industry Awards Night on September 10 <sup>th</sup> 2025 and be awarded with a "Most Sustainable Approach Award" Prize. |               |  |   |
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| Prize | Type  | No. Available | Details  | Value   |
|       | Round 2 (Regional and Metro Cook-offs) Major Prize  | Twelve (12)   | <p>The Round 2 (The Regional and Metro Cook-offs) Major Prize will consist of:</p> <ul style="list-style-type: none"> <li>- 1 x SOLIDTEKNICS cookware package, valued at up to \$519.00 AUD RRP</li> <li>- 1 KOI Kitchen Chef Knife valued at \$295 RRP;</li> <li>- Winners will be invited to participate in Round 3 (The Grand Final Cook-off) which will occur in SYDNEY, between 8 - 9 September 2025. See Conditions of Prize below for more information on this element of the Promotion.</li> </ul> | Up to \$814 (AUD) plus reasonable travel costs associated with participating in Round 3 (The Grand Final Cook offs) |
|       | Round 2 (Regional and Metro Cook-offs) <u>Best Signature Dish</u> Award   | One (1)       | <p>The Round 2 (The Regional and Metro Cook-offs) <u>Best Signature Dish</u> Award Winner will consist of</p> <ul style="list-style-type: none"> <li>- 1 Robot Coupe equipment voucher of winner's choice valued at \$500 RRP.</li> </ul>  | Up to \$500 (AUD/NZD)   |
|       | Round 3 Grand-Final Cook-off (Golden Chef of the Year) Major Prize  | One (1)       | <p>The Major Prize consists of:</p> <p>A 14-day International culinary experience to Singapore and Thailand (exact itinerary to be confirmed), which will consist of the following</p>   | Up to \$12,000(AUD)   |

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|  |  |         | <p>package valued at \$12,000AUD:</p> <ul style="list-style-type: none"> <li>- Return economy flights from the entrants nearest capital city to the international culinary experience destination.</li> <li>- Return transfers between the airport and their accommodation;</li> <li>- 14 nights' 4 star accommodation;</li> <li>- Meals to the value of \$100 per day (14 days);</li> <li>- Minimum one opportunity to gain an international culinary work experience exact location to be advised;</li> <li>- \$1,000AUD spending money transferred via bank transfer to the Winner's bank account)</li> </ul> <p>Note the above itinerary is subject to change and will be advised closer to the travel date.</p> |                          |
|  | Round 3 Grand-Final Cook-off 'Most Creative Use of Nestle Product' Prize | One (1) | <p>The Round 3 Grand-Final Cook-off 'Most Creative Use of Nestle Product' Prize will consist of:</p> <ul style="list-style-type: none"> <li>- 1 x SOLIDTEKNICS cookware package of winner's choice, valued at up to \$1200.00 AUD RRP.</li> </ul>  | Up to \$1,200 (AUD/NZD). |
|  | Round 3 Grand Final Cook-off 'Best Savoury Dish' Prize                   | One (1) | <p>The Round 3 Grand Final Cook-off 'Best Savoury Dish' Prize will consist of:</p> <ul style="list-style-type: none"> <li>- \$2,500 cash (transferred via bank transfer to the Winner's bank account) to use toward the tuition of their choice.</li> </ul>  | Up to \$2,500 (AUD/NZD)  |

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|                            | Round 3 Grand Final Cook-off 'Best Dessert Dish' Prize  | One (1) | The Round 3 Grand Final Cook-off 'Best Dessert Dish' Prize will consist of:<br>- \$2,500 cash (transferred via bank transfer to the Winner's bank account) to use toward the tuition of their choice.                | Up to \$2,500 (AUD/NZD) |
|                            | Round 3 Grand Final Cook-off Best BUONDI All Rounder Award  | One (1) | The Round 3 Best BUONDI All Rounder Winner will consist of:<br>- \$1,000 cash (transferred via bank transfer to the Winner's bank account) to use toward the tuition of their choice.                                | Up to \$1,000 (AUD/NZD) |
|                            | Round 3 (Regional and Metro Cook-offs) <u>Best Signature Dish</u> Award                                   | One (1) | The Round 3 (The Regional and Metro Cook-offs) <u>Best Signature Dish</u> Award Winner will consist of<br>- 1 x Robot Coupe \$1500 voucher to redeem against equipment of winner's choice                            | Up to \$1500 (AUD/NZD)  |
|                            | OPTIONAL VIDEO SUBMISSION ENTRY: Most 'Sustainable Approach Award' Prize                                  | One (1) | The Most 'Sustainable Approach Award' Prize will consist of:<br>- 1 X set of 6 KOI Kitchen Knives to the value of \$1,295 RRP AUD and knife block to the value of \$195 RRP AUD<br>- Personalised leather knife wrap | Up to \$1,990 (AUD)     |
| <b>Value of Prize Pool</b> | <b>Up to \$38458 AUD</b>  |         |  |                         |
| <b>Conditions of prize</b> | As per conditions of entry. Prizes are not transferable and cannot be converted to cash (where relevant). |         |  |                         |



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| <b>Winner Notification</b>        | <p>The Round 1 Qualifiers will be notified via email by 11:59PM AEST Monday 26th May of your assigned regional or metro cook-off. Entrants will be required to respond to the Winner Notification Message confirming their participation in the Round 2 (The Regional and Metro cook-off) by the time/date listed in the Winner Notification Message. If an entrant does not confirm their participation by this time, their place will be forfeited, and an alternate entrant will be chosen to proceed to Round 2 (The Regional and Metro cook-off).</p> <p>Round 2 (The Regional and Metro cook-off) Prize Winners will be notified advised at the Regional and Metro cook-off on the day of the event (except for the NSW Regional Grafton heat, in which case the winner will be notified at the NSW Regional Newcastle heat. They will also receive an email confirmation.</p> <p>Round 3 (Grand-Final Cook-off) Prize Winners will be notified on the completion of the round. They will also receive an email confirmation.</p> <p>The OPTIONAL VIDEO SUBMISSION ENTRY: Most Sustainable Approach Award prize winner will be notified by 31 August 2025 and will be announced at the Nestle Golden Chef's Hat Industry Awards Night on September 10th 2025.</p> |
| <b>Winner Publication Details</b> | <p>The first name and initial of surname of the Round 1 Qualifiers will be notified by via email by 11:59PM AEST Monday 26th May of your assigned regional or metro cook-off.</p> <p>The first name and initial of surname of the winners will be published on <a href="https://www.goldenchefs.com.au/">https://www.goldenchefs.com.au/</a> within (1) week of the relevant Round 2 Regional and Metro cook-off date.</p> <p>The first name and initial of surname of Round 3 (Grand-Final Cook-off) Prize winners will be published on <a href="https://www.goldenchefs.com.au/">https://www.goldenchefs.com.au/</a> within one (1) week of the completion of the round.</p> <p>The first name and initial of surname of OPTIONAL VIDEO SUBMISSION ENTRY: Most Sustainable Approach Award winner will be published on <a href="https://www.goldenchefs.com.au/">https://www.goldenchefs.com.au/</a> by 31 August 2025.</p>  |
| <b>Special Conditions</b>         | <p>All entries and supporting materials become the property of the Promoter and will not be returned. Entrants are encouraged to send copies of any relevant supporting materials, rather than originals.</p> <p>By entering the competition, entrants agree to comply with Nestlé requests to participate in publicity and promotion of the Nestlé GOLDEN CHEF'S HAT AWARD without payment. The Promoter may request their support in the</p>  |

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|  | <p>form of comments for press releases, social media, photographs, video, media interviews, radio and/or television appearances. By entering the Promotion, each entrant agrees:</p> <p>(a) that the Promoter, and/or other affiliated bodies: (i) may use their name, image, photograph/s and performances for publicity and promotion purposes, without compensation and without restriction or limitation throughout the world; (ii) may use, edit and reproduce and authorise the use, editing and reproduction of any images, photograph/s and video/performances; (iii) will own all rights, title and interest in the intellectual property (including copyright) in any such images, photograph/s and video clips/performance obtained as part of the promotional purposes; and (iv) have the right to publish, broadcast and/or communicate to the public any names, images, photo, video/performance on any platform; including posting images or livestreaming the event on Facebook, Instagram and LinkedIn;</p> <p>(b) to fully release Nestlé from any actions, suits, claims or demands which you may have against Nestlé arising directly or indirectly in respect of your participation in the performance;</p> <p>(c) to sign a performance waiver or any other document reasonably required by the Promoter in relation to promotional activities; and</p> <p>(d) to procure, or assist Nestle to procure, consent from your employer, to be named in promotional / public relations material.</p> <p>Unruly or rude behaviour or failure to follow the directions of the Promoter during the course of the Promotion will not be tolerated. Any participant behaving in such a manner may be immediately disqualified from the competition by the Promoter, at the Promoter's absolute discretion.</p> <p>The Promoter reserves the right to refuse to allow an entrant to take part in any or all aspects of the competition if the Promoter determines, in its absolute discretion that an entrant is not able to safely participate.</p> |
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### 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. **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.
6. **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](http://www.nestle.com.au/productnews/winners)

7. **Verification Requirements:** The Promoter may require the entrant to provide proof of identity, age, and residency and that the entrant meets all entry requirements. Where the Promotion requires the purchase of a product(s), the Promoter may 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.
8. **Monetary Prizes:** If money is offered as a prize, the prize may be awarded by way of cheque, EFTPOS card or by transfer to a nominated bank account. If the prize is to be delivered by bank transfer, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited.
9. **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. To the extent permitted at law, 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.
10. **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.
11. **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.
12. **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.
13. **Standard Prize Restriction:** All prizes unless stated to the contrary are not transferable & cannot be converted to cash.
14. **Prize Value:** Prize value is correct at time of printing but no responsibility is accepted for any variation in the value of any prize.
15. **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.
16. **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.
17. **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.
18. **Tampering:** The Promoter may 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 in future promotions of the Promoter.

19. **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 reasonable control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter may (subject to any written direction given by a relevant Regulatory Authority), 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, related to participation or sending or receiving of any communication or of any materials in this Promotion.
20. **Publicity:** If a winner agrees to participate in follow-up interviews and publicity then the Promoter may use their name, image, photograph/s, film and sound recordings for publicity and promotion purposes, without compensation, and the Promoter will own copyright in any such images, photograph/s, film and sound recordings and in all material incorporating the same.
21. **Entry Content:** The Promoter may adapt and use any entry content 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.
22. **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.
23. **Liability:** To the extent permitted by law: (a) the Promoter'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) the Promoter 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. .
24. **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.
25. **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 or misleading and deceptive conduct.
26. **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.
27. **Promoter's Decisions:** All decisions are at the discretion of the Promoter (acting reasonably) and are final. No correspondence will be entered into.
28. **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)).
29. **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](http://www.nestle.com.au) or calling 1800 025 361.