

OAK FLAVOUR GENERATOR COMPETITION

TERMS AND CONDITIONS

1. **Acceptance of Terms and Conditions**

1.1 These Terms and **Conditions** provide information about the Oak Flavour Generator Competition (**the Promotion**), including details regarding the entry requirements, the selection of finalists and the voting process.

1.2 Participation in the Promotion is deemed acceptance of these Terms and Conditions and these Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications relating to the Promotion by the promoter.

2. **Promoter**

2.1 The promoter is Lactalis Australia Pty Ltd ABN 56 072 928 879 of Level 5, 35 Boundary Street, South Brisbane, Qld 4101 telephone 1800 676 961 (**Promoter**).

3. **Eligibility**

3.1 Entry is only open to Australian residents who are currently residing in Australia and are aged 18 years old and over.

3.2 Employees (and their immediate families) of the Promoter and agencies associated with the Promotion are ineligible to enter. 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.

4. **Entry Requirements**

4.1 Entrants can enter the Promotion between 9:00am AEDST on 1 January 2022 and 11:59pm AEDST on 6 February 2022 (**Entry Period**).

4.2 Subject to compliance with these Terms and Conditions, each entrant will have the opportunity to become the ultimate winner of the Promotion (**Winner**).

4.3 To enter, individuals must complete the following steps during the Entry Period:

- (a) go to www.oakflavourgenerator.com.au;
- (b) create their own special Oak milk flavour mix by selecting a minimum of 2 flavours and up to 3 flavours from the list of 20 flavours on the website (**Oak Promotion Flavour Mix**);
- (c) suggest an original and imaginative name for their Oak Promotion Flavour Mix and pick their carton colour;
- (d) explain in 100 words or less the inspiration for their Oak Promotion Flavour Mix and the name;
- (e) provide their full name, the State or Territory they live in, date of birth, mobile phone number and email address in the online entry form; and
- (f) complete all other required fields in the online entry form.

(the Promotion Requirements)

- 4.4 The flavours from which entrants are able to choose when submitting their entries will be based on flavourings that can be used to create flavoured milk products and not actual ingredients, e.g. raspberry flavour will be raspberry flavouring and not actual raspberries, and coffee flavour will be a coffee flavouring not actual coffee.
- 4.5 Entries must be received by the Promoter during the Entry Period. Online entries are deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.
- 4.6 Each entrant warrants to the Promoter that the entry they submit is an original literary work of the entrant that does not infringe on the rights of any third party.
- 4.7 Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to answers to the Promotion Requirements (**Content**). The Promoter will 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.
- 4.8 Entries must comply with applicable laws and regulations and must not contain prohibited, inappropriate or unlawful content. Any entrant that submits such content will not be eligible to win.
- 4.9 The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
- 4.10 Incomplete or indecipherable entries will be deemed invalid.
- 4.11 It is a condition of entry that an entrant, if chosen to advance to the final round, will participate in a photoshoot organised by the Promoter.
- 4.12 Multiple entries are permitted subject to the following:
- (a) each entry must be submitted separately and in accordance with these Terms and Conditions;
 - (b) a maximum of three (3) entries are permitted per person per day;
 - (c) no entrant may win more than one (1) prize or be selected as a finalist more than once; and
 - (d) the use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that method or entrant invalid.

5. Intellectual Property

- 5.1 The Promoter will own the intellectual property rights to the Content. Upon entry into the Promotion, the intellectual property rights associated with the Content is assigned to the Promoter.
- 5.2 An entrant will not be eligible to proceed to the final round unless the entrant provides any further reasonable assistance to the Promoter that may be required in assigning the intellectual property rights associated with their entry (such as signing legal documents).
- 5.3 Each entrant warrants to the Promoter that the Content they submit is an original literary work of the entrant that does not infringe on the rights of any third party.

5.4 It is a condition of entry that each entrant consents to the use of the Content which may otherwise infringe the Content creator's moral rights pursuant to the *Copyright Act 1968* (Cth) and warrants that they have the full authority to grant these rights.

6. Promoter Review

6.1 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and State or Territory of residence). If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

6.2 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process, engaged in any unlawful conduct or other improper misconduct calculated to jeopardise fair and proper conduct of this Promotion, or published any disparaging remarks about the Promoter or the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

6.3 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

6.4 The entrants agree that they have not and will not publish, including on the Promoter's social media channels, disparaging or defamatory remarks about the Promoter or its products. If the Promoter, in its absolute discretion, decides that a winner has breached this condition, that entrant's entitlement to be selected or announced as a finalist may be cancelled and a substitute finalist chosen on the same basis.

6.5 The entrants agree to participate in a promotional photoshoot if required by the Promoter.

7. Selection of Finalists

7.1 This Promotion is a game of skill and chance plays no part in determining the finalists or winners.

7.2 The Promoter or its agent will select 2 entries out of the valid entries to participate in the final round (**Finalist**).

8. Finalist Prize

8.1 Each **Finalist's Prize** comprises:

(a) subject to any restrictions imposed on intra and inter-state travel due to the COVID-19 pandemic, a trip to Brisbane, Sydney or Melbourne (at the Promoter's discretion), on a business day in February 2022 to take part in a photo shoot with the other Finalist, with flights, accommodation (where return flights cannot be booked on the same day), transfers to and from the airports, and meals and beverages (up the value of \$2000 excluding GST) booked and paid for by the Promoter;

(b) in the event that travel to the photo shoot is not permitted due to the restrictions considered in clause 8.1(a) above, the Promoter will organise, at its discretion, and within government guidelines, an alternate photo shoot which each Finalist must take part in;

(c) their first name and image (from the photoshoot) being used to promote their Oak Promotion Flavour Mix;

(d) subject to clause 13, their Oak Promotion Flavour Mix being manufactured, marketed and sold in stores as 600ml limited edition oak cartons for the period 18 April 2022 up to an including 31 October 2022.

- 8.2 The Finalists' Prize does not include:
- (a) any other travel costs including excess baggage;
 - (b) any revenue or royalties from the sale of the Oak Promotion Flavour Mix.
- 8.3 Each valid entry will be individually judged by the Promoter or its agent based on, among other things:
- (a) the originality and creative merit of the entry provided in response to the Promotion Requirements, including the things listed in clause 8.3(b) – (d) below;
 - (b) the flavour mix taste, including how different the flavour mix is to other flavoured milk varieties on the market and how palatable the taste is;
 - (c) the creativeness of the submitted name; and
 - (d) the inspiration for the particular flavour combination and the submitted name.
- 8.4 If any entrants create the same Oak Promotion Flavour Mix with the same suggested name, the Promoter may choose one entry over the others, in its absolute discretion.
- 8.5 As a condition of accepting the Finalist Prize, the Finalist must sign any legal documentation as, and in the form, required by the Promoter and prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

9. Final Round

- 9.1 Each entrant selected to be a Finalist will be notified within 7 days after the end of the Entry Period by email and phone to the email address and phone number that they provided with their entry.
- 9.2 In order to progress to the final round, the notified entrant must:
- (a) accept the offer in writing in the manner prescribed by the Promoter in its notification to progress to the Final round within 7 days of the date of notification;
 - (b) provide proof of identity documents (including a driver's licence and passport) to the Promoter;
 - (c) undergo any background checks and reference checks required by the Promoter;
 - (d) take part in a photo shoot as required by the Promoter, which is part of the Finalist's Prize;
 - (e) comply with all reasonable directions of the Promoter with respect to the photoshoot and attendance at the Promoter's premises including workplace health and safety requirements; and
 - (f) enter into a "Deed of Consent, Assignment and Release" with the Promoter on terms satisfactory to the Promoter, acting reasonably.
- 9.3 If the selected entrant:
- (a) does not accept the offer to progress to the final round within 7 days;
 - (b) receives results of any background checks or reference checks which are unsatisfactory to the Promoter in its absolute discretion; or

- (c) fails at any time to comply with the Promoter's directions, or acts in an anti-social, risky or offensive manner, when attending the Promoter's premises or the photoshoot,

then the Promoter reserves the right to disqualify and immediately exclude the selected entrant and select a replacement.

10. Voting Requirements

- 10.1 Once the Finalists have been chosen and the Sales Period has commenced, voting for the Winner will be open to the public online at www.oakflavourgenerator.com.au from 9:00am AEST on 18 April 2022 up to and including 11:59pm AEST on 30 June 2022.
- 10.2 To be eligible to vote, the following requirements apply (**Voting Requirements**):
 - (a) before submitting a vote, the voter will need to agree to these Terms and Conditions;
 - (b) one vote per person, per Internet Protocol address; and
 - (c) the use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that method or entrant invalid.
- 10.3 The Promoter's agent will be tracking votes to ensure compliance with the Voting Requirements and should the agent or the Promoter become aware of any activity that breaches the Voting Requirements, the Promoter reserves the right to disqualify those votes from the Promotion.

11. The Winner and the Runner Up

- 11.1 The Winner and the Runner Up will be selected by determining the most popular Oak Promotion Flavour Mix and the second most popular Oak Promotion Flavour Mix, respectively, based on a combination of the most votes and the most sales, and second most votes and second most sales respectively, during the Sales Period, as set out below:
 - (a) a public poll conducted through www.oakflavourgenerator.com.au (**Voting**);
 - (b) retail sales data (based on scan data) (**Sales Data**); and
 - (c) Sales Data will make up 80% of the determination and Voting will make up 20%.
- 11.2 The Promoter and/or its agent will monitor the Voting and the Sales Data throughout the Promotion. Any attempts to manipulate or unfairly influence the results may result in those votes/sales being disqualified from the Promotion.
- 11.3 The Promoter and/or its agent will have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Voting or Sales Data including, without limitation, to require further verification as to the validity of the vote or sale in question.
- 11.4 The Promoter's decision is final and no correspondence will be entered into. The Promoter is under no obligation to provide the underlying Voting or Sales Data that informed its decision.
- 11.5 The Promoter will notify the Winner and the Runner Up in writing via the email address and contact number provided in the Entry Requirements within 14 business days in Brisbane, Queensland, of a determination being made by the Promoter under clause 11.1, which determination shall be made by no later than 30 July 2022.
- 11.6 The Winner Prize is \$10,000 (**Winner Prize**).

- 11.7 The Runner Up is \$2,000 (**Runner Up Prize**).
- 11.8 To claim the Winner Prize, the Winner must notify the Promoter of its acceptance of the Winner Prize in writing, and provide its bank account details to the Promoter, in the manner required by the Promoter in its notification email, within 7 days after the date of notification by the Promoter under clause 11.5.
- 11.9 If the Winner:
- (a) claims the Winner Prize in accordance with clause 11.8 and provided that the bank account details provided by the Winner have been verified by the Promoter, then the Winner Prize will be paid by electronic funds transfer to that bank account within 14 days after the Promoter receives notice of acceptance in accordance with clause 11.8; or
 - (b) does not claim the Winner's Prize in accordance with clause 11.8, then Promoter may disqualify the Winner without further notice to the Winner in which event the Winner will not be entitled to receive the Winner Prize.
- 11.10 To claim the Runner Up Prize, the Runner Up must notify the Promoter of its acceptance of the Runner Up Prize in writing in the manner required by the Promoter in its notification email, within 7 days after the date of notification by the Promoter.
- 11.11 If the Runner Up:
- (a) claims the Runner Prize in accordance with clause 11.10, the Runner Up Prize will be paid by electronic funds transfer to a bank account nominated by the Runner Up within 14 days after the Promoter receives notice of acceptance in accordance with clause 11.10; or
 - (b) does not claim the Runner Up Prize in accordance with clause 11.10, , then Promoter may disqualify the Runner Up without further notice to the Runner Up in which event the Runner Up will not be entitled to receive the Winner Prize.
- 11.12 If the Winner Prize or the Runner Up Prize, or an element of either of these prizes, is unavailable for any reason, the Promoter reserves the right to substitute another Winner Prize or Runner Up Prize, of equal or greater value for the prize, or element of it.
- 11.13 As a condition of accepting the Winner Prize or the Runner Up Prize, the Winner and the Runner Up respectively must sign any legal documentation as, and in the form, required by the Promoter and prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

12. Promotional Consent

- 12.1 The Finalists, the Winner and the Runner Up, must participate in reasonable promotional activity (such as publicity and photography) free of charge and they consent to the Promoter (and its retail customers) using their first name and images in promotional material, including but not limited to, on the Oak Promotion Flavour Mix packaging, outdoor billboards, social media, television and digital advertising, and point of sale, in conjunction with the Promotion and for promoting any other products supplied by the Promoter.
- 12.2 The Promoter may choose to announce the Finalists, the Winner and the Runner Up in promotional posts on its website and/or social media channels such as Instagram and Facebook.

13. Manufacturing

- 13.1 Due to the nature of the Promoter's manufacturing processes and potential procurement restraints, it may not be feasible to produce a Finalist's Oak Promotion Flavour Mix exactly as

submitted in their entry. The Promoter will have the final say as to the flavour mix and taste of the milk which is created, its ingredients and its name.

- 13.2 The Promoter will manufacture, market, promote and sell the Oak Promotion Flavour Mix of the 2 Finalists as 600ml limited edition oak cartons, at its discretion, through its sales channels and to its retailers for the period on and from 18 April 2022 up to and including 31 October 2022 or such other period as the Promoter determines (**Sales Period**). The Promoter does not guarantee the amount of each Oak Promotion Flavour Mix acquired by its retailers, or the extent of the distribution by those retailers.

14. Other Important Information

- 14.1 If this Promotion 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, including but not limited to, technical difficulties, unauthorised intervention or fraud, disruptions to the business of the Promoter caused by the global pandemic and/or government restrictions, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

- (a) to disqualify any entrant; or
- (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 14.2 Any cost associated with accessing the Promotion including phone calls, premium call costs, internet or relevant website, is the entrant's responsibility and is dependent on the internet service provider used.

- 14.3 The Promoter assumes no responsibility for:

- (a) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
- (b) any theft, destruction or unauthorised access to, or alteration of such communications;
- (c) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;
- (d) any incorrect or incomplete information which may be communicated in the course of the administering this Promotion (whether as a result of one of the foregoing causes or otherwise); or
- (e) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a prize.

- 14.4 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the State 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.

- 14.5 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; or
- (e) taking and/or use of a prize.

14.6 Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any loss or damage or third party claims in relation to breach of these Terms and Conditions by the entrant.

14.7 The Promoter accepts no responsibility for any taxation implications that may arise from winning a prize. Independent financial advice should be sought.

14.8 Entrants agree to the Promoter undertaking background checks, including police checks, at the Promoter's cost and providing all documentation, including any identification documentation such as a driver's licence and passport, which the Promoter may require in order to obtain a police check.

15. Privacy Policy

15.1 The Promoter collects personal information (as that term is defined in the *Privacy Act 1988* (Cth)) (**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, Australian regulatory authorities.

15.2 Entry into the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://lactalis.com.au/wp-content/uploads/2021/10/Lactalis_Privacy_Policy.pdf

15.3 In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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 the entrant.

15.4 The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.