

**FUIC OTR Sock Promotion Terms & Conditions ("Conditions of Entry")**

| <b>Schedule</b>   |  |                   |                      |                   |                |   |       |            |             |   |        |           |             |
|---|--|-------------------|----------------------|-------------------|----------------|---|-------|------------|-------------|---|--------|-----------|-------------|
| <b>Promotion:</b>   | FUIC OTR Sock Promotion  |                   |                      |                   |                |   |       |            |             |   |        |           |             |
| <b>Promoter:</b>  | LD&D Australia Pty Ltd ABN 68 083 019 390, 737 Bourke Street, Docklands, VIC 3008, Australia. Ph: 1800 677 852   |                   |                      |                   |                |   |       |            |             |   |        |           |             |
| <b>Promotional Period:</b>  | <b>Start date:</b> 22/05/19 at 12:01 am AEST<br><b>End date:</b> 18/06/19 at 11:59 pm AEST   |                   |                      |                   |                |   |       |            |             |   |        |           |             |
| <b>Eligible entrants:</b>   | Entry is only open to SA and VIC residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.   |                   |                      |                   |                |   |       |            |             |   |        |           |             |
| <b>How to Enter:</b>  | To enter the Promotion, the entrant must complete the following steps during the Promotional Period:<br>a) visit an On the Run Store in SA or VIC ("Participating Venue");<br>b) purchase two (2) Farmers Union Iced Coffee products in either the 500ml, 600 ml or 750ml variants ("Participating Products") in one (1) transaction; and<br>c) receive and scratch the game card, which the entrant must request from the Participating Venue at the time of purchase, while game cards last.<br><br>Game cards strictly limited.<br><br>Entrants will be notified immediately upon scratching the game card as to whether they have won an instant win prize and the instant win prize they have won. Instant win prizes available to be won are listed below.<br><br><u>Proof of Purchase:</u> The entrant must retain proof of purchase. The proof of purchase required is an original receipt for the qualifying purchase.            |                   |                      |                   |                |   |       |            |             |   |        |           |             |
| <b>Entries permitted:</b>   | Limit one (1) game card permitted per transaction/receipt (regardless of the number of Participating Farmers Union drink products, in excess of two (2) purchased in the one (1) transaction).   |                   |                      |                   |                |   |       |            |             |   |        |           |             |
| <b>Total Prize Pool:</b>  | AUD \$94,624   |                   |                      |                   |                |   |       |            |             |   |        |           |             |
|   | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Prize Description</th> <th style="text-align: center;">Number of this prize</th> <th style="text-align: center;">Value (per prize)</th> <th style="text-align: center;">Winning Method</th> </tr> </thead> <tbody> <tr> <td><b>Prize 1:</b> The prize is a pair of Farmers Union Iced Coffee branded socks.</td> <td style="text-align: center;">4,980</td> <td style="text-align: center;">AUD\$10.00</td> <td style="text-align: center;">Instant Win</td> </tr> <tr> <td><b>Prize 2:</b> The prize is a Farmers Union Iced Coffee 500ml Bottle. Winner may choose exact flavour of drink, subject to stock availability at time of redemption.</td> <td style="text-align: center;">11,206</td> <td style="text-align: center;">AUD\$4.00</td> <td style="text-align: center;">Instant Win</td> </tr> </tbody> </table> | Prize Description | Number of this prize | Value (per prize) | Winning Method | <b>Prize 1:</b> The prize is a pair of Farmers Union Iced Coffee branded socks. | 4,980 | AUD\$10.00 | Instant Win | <b>Prize 2:</b> The prize is a Farmers Union Iced Coffee 500ml Bottle. Winner may choose exact flavour of drink, subject to stock availability at time of redemption. | 11,206 | AUD\$4.00 | Instant Win |
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| <b>Prize 1:</b> The prize is a pair of Farmers Union Iced Coffee branded socks.   | 4,980  | AUD\$10.00        | Instant Win          |                   |                |   |       |            |             |   |        |           |             |
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1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period").
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Instant Win:
  - i) Each winner may only claim their prize from the same Participating Venue where the original winning game card was obtained and only during the same store-visit in which they completed their winning purchase.

- ii) Winners will be notified immediately upon scratching the game card if they have won. The probability of winning a prize is 1 out of 6. To redeem the prize, the winner must present their winning notification to staff at the Participating Venue only during the same store-visit in which they completed their winning purchase.
  - iii) Printing and other quality control errors will not invalidate an otherwise valid prize claim. Winners of an instant win prize are determined by chance.
  - iv) Game cards or other instant win materials are void if stolen, forged, mutilated or tampered with in any way.
  - v) There will be a total of 97,116 instant win game cards printed for this Promotion.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
  8. Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as a Participating Venue; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
  9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
  10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
  11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
  12. No entry fee is charged by the Promoter to enter the Promotion.
  13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
  14. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
  15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
  16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
  17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
  18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any

other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

19. The Promoter acts as agent for and on behalf of LD&D Milk Pty Limited, LD&D Foods Pty Limited, Berri Pty Limited, Butterfields Specialty Foods Pty Ltd, Dairy Farmers Pty Limited, Dairy Vale Foods Pty Ltd and QUD Pty Ltd in accordance with the agency arrangements detailed more specifically by calling the Promoter's consumer enquiry centre. You expressly acknowledge the appointment of the Promoter by the companies listed above as agent of those companies. All acts by the Promoter in connection with this agreement are acts taken on behalf of the companies listed above as agent of those companies.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
25. Authorised under: SA Permit No. T19/437.