

“2019 Australian Grand Dairy Awards People’s Choice Awards Competition” – Terms & Conditions

1. Information on how to enter the competition forms part of these terms and conditions. Entry into the competition constitutes acceptance of these terms and conditions. The “2019 Australian Grand Dairy Awards People’s Choice Awards Competition” (hereafter, the “Competition”) is an initiative of Dairy Australia Limited (ACN 105 227 987), an Australian public company limited by guarantee with its registered office at Level 3, HWT Tower, 40 City Road, Southbank, Victoria, 3006 (hereafter, “The Promoter”).
2. By submitting a vote and entering the Competition, entrants (hereafter, “You”) are deemed to have accepted and agreed these Terms and Conditions (“T&Cs”). Applicants who do not comply with these T&Cs, or who do not otherwise satisfy the Entry criteria outlined herein shall be ineligible to enter for, or win this Competition.
3. The Competition is open to all Australian residents. You must be eighteen (18) years old or more to be eligible to submit an Entry. Employees of the Promoter (and their immediate families) and agencies associated with this competition, are not eligible to enter.
4. To enter the Competition, You must visit the People’s Choice Awards website at <http://peopleschoiceaward.legendairy.com.au>, vote for Your chosen dairy product, input Your details into the form including Your first name, last name, email address and post code and submit the fully completed Entry form (hereafter, “Entry”).
5. You may submit Your Entry at any time between 12:00 AEST Monday 26th November 2018 and 23:59 Sunday 20th January 2019 (“the Registration Period”). Entries received after this time will not be accepted.
6. No responsibility is accepted by Dairy Australia for late, lost, incomplete or misdirected Entries.
7. You can only submit one (1) Entry during the Registration Period.
8. It is Your responsibility to provide accurate contact details.
9. By submitting an Entry, You are deemed to acknowledge and agree that You will receive several emails in relation to the Competition from the Promoter and be subscribed to The Promoter’s Cheese Please newsletter.
10. There are a total of two (2) prizes to be awarded in this competition. Two (2) successful Entries will be drawn at random using an electronic drawing system from eligible Entries received on Monday 21st January 2019 at the Promoter’s registered address. Winners will be notified by Dairy Australia via an email sent to the registered email address. Odds of winning depend on the number of eligible Entries received.
11. If You are one of the two (2) successful entries, You will need to claim the Prize by replying to the email sent to You notifying You of Your win within 2 days (48 hours). Should You not reply confirming Your acceptance of the Prize, the Prize will be reallocated.
12. Two (2) participants whose valid Entries are chosen at random as winners will each win a prize which will be awarded in one of two formats. If the successful candidate lives within a 50km radius of an Australian capital city, the prize will consist of a total of twenty four (24) pieces of cheese to the value of five hundred Australian dollars (AUD\$500), divided into four (4) deliveries to a nominated address over a twelve (12) month period. If a successful candidate lives outside of a 50km radius of an Australian capital city, the prize will consist of a delivery of four (4), one hundred

and twenty five Australian dollars (AUD\$125) in gift vouchers across a twelve (12) month period, to purchase cheese at an agreed retail outlet . The total prize pool for the competition is \$1000.

13. The competition organisers will liaise with successful candidates to organise delivery of the Prize with regards to time and date. It is the responsibility of the successful candidate to ensure they are available to receive the delivery in person at their selected time. It is up to the organiser's discretion re. redelivery should You miss the original scheduled delivery time.

14. The Promoter accepts no responsibility for any variation of the prizes and reserves the right to substitute the prizes without notice at any time where reasonably necessary, such as due to product unavailability, or any other event outside the Promoter's control. Substituting a prize is subject to relevant state and territory regulations.

15. The random electronic draw shall be final and no correspondence will be entered into.

15. The prizes are not exchangeable, transferable or redeemable for cash.

16. By submitting an Entry in the Competition a participant is deemed to acknowledge and agree that the prizes may be subject to additional terms and conditions imposed by third parties. The Promoter does not accept any responsibility, and is not liable, for additional conditions imposed by third party, or for the breach of those conditions by any person.

17. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any participant for tampering with the Entry process or for submitting an Entry which is not in accordance with these Terms and Conditions.

18. The Promoter reserves the right to rejudge in the event of any participant being unable to satisfy these Competition conditions or forfeiting or not claiming a prize within fourteen (14) days. If any prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter reserves the right to award one (or more, as applicable) of the prizes to another Entry selected at random. Any unclaimed prizes will be re-judged no less than one (1) week from the original determination date. They will be re-judged on 28 January 2019, 12:00AEST, at the Promoters registered office at Level 3, HWT Tower, 40 City Road, Southbank, Victoria, 3006.

17. By entering this Competition, participants acknowledge and agree that the Promoter may publish their Entry on its website. Any such publication will not contain personal information. In handling personal information, the Promoter complies with the *Privacy Act 1988*, as amended from time to time, ("Privacy Act") and with the Australian Privacy Principles in the Privacy Act. The Promoter will collect, use and disclose personal information of participants for the purpose of facilitating this Competition, and for such other secondary purposes that are related to the primary purpose and which participants might reasonably expect. The Promoter may disclose a participant's personal information to authorities if the participant is a prize winner, or otherwise as required by law. Further information about how the Promoter handles personal information and how participants can access their personal information can be found in the Promoter's Privacy Policy at <http://www.dairyaustralia.com.au/Standard-Items/Privacy.aspx> Dairy Australia will not sell, rent or loan our contact lists to third parties. In addition, any emails that You receive from Dairy Australia will include an option to unsubscribe.

18. Save where contrary to law, the Promoter shall not be liable for any loss or damage whatsoever that is suffered by any participant or winner (including but not limited to indirect or consequential

loss), or for any personal injury suffered or sustained as a result of taking any prize, as a result of that participant's participation in this Competition. In addition, the Promoter shall not be responsible for any entries that are not received or are otherwise interfered with due to problems with the internet or telecommunications services.

19. If for any reason this Competition is not capable of running as planned, including for reasons of unauthorised intervention, fraud, or any other causes beyond the control of the Promoter which do or could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to applicable law) to cancel the Competition. In such event no entries will be returned to participants and no compensation will be payable.

20. The Promoter accepts no responsibility for, and shall incur no liability in respect of, any tax implications that may arise from the award of prizes for the Competition. Independent financial advice should be sought by all recipients of such prizes.

19. Failure to comply with these Terms and Conditions will disqualify an Entry from taking part in the competition. Dairy Australia reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.