

TERMS AND CONDITIONS OF ENTRY INTO ULTIMATE SIMPLE PLEASURES GIVEAWAY (PROMOTION)

1. Name of Promotion	THE ULTIMATE SIMPLE PLEASURES GIVEAWAY
3. The Promoter	Danone Murray Goulburn Pty Ltd (ABN 32 143 172 258) Level 6, 636 St Kilda Road 3001 Melbourne, VIC, Australia
4. Entry is open to Australian residents only who:	Are over 18 years of age, have a valid email address, phone number, Facebook and Instagram account.
5. Entry Restrictions	<p>The directors, management and employees (and their immediate families) of The Promoter, its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this Promotion are ineligible to enter the Promotion. 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 first cousin.</p> <p>Residents in the Australian Capital Territory are excluded from the Promotion.</p>
6. Competition Period	The Competition Period begins at 5:00pm (AEST) on Tuesday, 17 th of November 2020 and ends at 3:00pm (AEST) on Sunday, 6 December 2020.
7. Entry Method	<p>Social media entry. Participants must:</p> <ol style="list-style-type: none"> a) Follow Ultimate's Instagram page at https://www.instagram.com/danoneultimate/ b) "Like" the most recent "WIN" competition post on the feed and tag three friends in the 'Comment' section of the post. c) Add the most recent post to their story. <p>Winners will be chosen via a randomiser to ensure fair selection.</p>
8. Maximum Number of Entries	Eligible entrants may submit multiple entries.
9. Detail of Determining Winners	There will be up to 10 randomly selected winners. These will be determined by Two Palms Media Pty Ltd ABN 38 813 079 853 and announced on the 6 th of December at 3pm (AEST).

10. Prize Details	The 10 randomly selected winners will receive a \$350 spa voucher and a month's supply of Ultimate yoghurt (subject to availability) comprising seven Ultimate 4x115g (total retail value of \$31.50 and twenty-eight single tub of Ultimate dessert range 160g (total retail value of \$70).- (10 prizes in total)
11. Total Prize Pool	\$4520
12. Notification of Winners	Each of the 10 winners will be contacted by private message on their Instagram account on the 6 th of December at 3pm (AEST) and asked to provide details so Two Palms Media Pty Ltd. ABN 38 813 079 853 can organise the prize.
13. Publication details	Winners will be announced in the 'Comment' section of the relevant post and in the Instagram story of the @danoneultimate account.
14. Prize Claim Date and Time	All prizes must be claimed in writing to the Promoter by Monday 7 th of December at 5pm AEST.
15. Prize Delivery	The prize will be delivered via email and Woolworths delivery by Two Palms Media Pty Ltd. ABN 38 813 079 853.
<p>16. This Promotion is free to enter; however, entrants are responsible for their own costs, including (without limitation) any associated costs of travel, postage or accessing the internet.</p> <p>17. Entries must be submitted in the format(s) accepted on Instagram as comments and must comply with the terms and conditions of Instagram as well as these Conditions.</p> <p>18. If for any reason whatsoever a winner is not eligible or able to accept their prize in accordance with this document, then the prize will be forfeited by that winner and neither cash nor any other prize will be awarded in lieu.</p> <p>19. The Promoter will take all reasonable steps to contact the winners by 12th of December. If the Promoter has been unable to contact or receive a reply from any winner by the Final Date that winner will forfeit the Prize.</p> <p>20. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any entrant or modify, suspend, terminate or cancel the Promotion, as appropriate.</p> <p>21. The prize(s) must be taken as stated and no compensation will be payable if a winner is unable to use the prize(s) as stated. Prizes are not transferable, exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If a prize or any element of a prize is unavailable for any reason, the Promoter may substitute for that prize or element of that prize, another item of equal or higher value as determined by the Promoter.</p> <p>22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or any prizes; and any loss or damage (including</p>	

loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:

(a) any theft, unauthorised access or third-party interference;

(b) 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;

(c) any variation in prize value;

(d) any tax liability incurred by a winner or Eligible Entrant; and

(e) use of the prize.

23. As a condition of accepting their prizes, the winners may be required to sign legal documentation as and, in the form, required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

24. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to the supplier of the prize, and any third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for Promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter at Level 6, 636 St Kilda Road 3001 Melbourne, VIC, Australia.

By entering the Promotion, the entrant indemnifies, and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all losses arising from a breach by the winner of any of these Terms and Conditions; any third party claim arising directly or indirectly from a breach by the winner of any of these Terms and Conditions; a negligent, wilful or otherwise wrongful act or omission of the winner; fraudulent or dishonest acts or omissions by the winner; any breach by the winners of any applicable laws; any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the winner accepting this prize; the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the winner.

26. As a condition of accepting the prize, the winner consents to the Promoter using an eligible entrant's entry, name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter.

27. By submitting an entry into the Promotion, the entrant acknowledges that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or any other social network.

28. To the fullest extent permitted by law, each entrant releases Instagram from and against any loss, liability, cost or expense that the entrant or any other person may suffer or incur as a result of entry into the Promotion.

29. These Terms and Conditions are governed by the laws of Australia and New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of New South Wales.

