

“WESTERN STAR CONSUMER GOLD STAR 2021” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, Participating Retailers and agencies associated with this 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.
5. Entries into the promotion open on 6 June 2021 and close at 11:59PM AEST on 31 July 2021 (“**Promotional Period**”).
6. To be eligible to enter, individuals must purchase any specially marked Western Star spreadable packs from the list below (“**Eligible Products**”) from a Participating Retailer during the Promotional Period (“**Qualifying Purchase**”). Eligible Products are:
 - Western Star Spreadable Original Soft 500G & 375G;
 - Western Star Supersoft 500G & 375G; and
 - Western Star Soft n Less Salt 500G.

A participating retailer is any retailer in Australia that displays advertising material for this promotion or stocks the Eligible Products (“**Participating Retailer**”).

Instant Win

7. To enter, individuals must then visit complete the following steps during the Promotional Period:
 - visit www.goldstargiveaway.com.au;
 - follow the prompts to the promotion entry page;
 - input the requested details including their name, email address, postcode and the last four (4) digits of the Eligible Product barcode;
 - Select the Participating Retailer of their Qualifying Purchase from the dropdown menu; and then
 - Submit the fully completed entry form.
8. Upon submitting the fully completed entry form, individuals will be notified immediately on screen as to whether or not they have won an instant prize. Instant winners will then receive an email with instructions on how to claim their instant win prize. All entrants (both winners and non-winners) will be entered into the unclaimed prize draw.

9. There are 12,600 instant win prizes to be won:
- 25 x \$250 Woolworths or Coles vouchers or Vault Pays-enabled Prepaid Mastercard®;
 - 38 x \$100 Woolworths or Coles vouchers or Vault Pays-enabled Prepaid Mastercard;
 - 126 x \$50 Woolworths or Coles vouchers or Vault Pays-enabled Prepaid Mastercard
 - 12,411 x \$25 Woolworths or Coles vouchers or Vault Pays-enabled Prepaid Mastercard.

Vouchers will be awarded depending on the winner's Participating Retailer of their Qualifying Purchase. For avoidance of doubt, if a winner's Qualifying Purchase was made at Coles, they will be awarded a Coles voucher; if a winner's Qualifying Purchase was made at Woolworths, they will be awarded a Woolworths voucher; and if a winner's Qualifying Purchase was made at an independent retail outlet, they will be awarded a Vault Pays-enabled Prepaid Mastercard. 1 in every 500 entrants will be awarded an instant win prize via random computerised drawing system during the Promotional Period at Blackhawk Network, Level 1, 534 Church Street, Cremorne VIC 3121. Instant win prizes will be awarded throughout the Promotional Period based on the number of entries received.

10. Any ancillary costs associated with redeeming the Vault Pays-enabled Prepaid Mastercard are not included. Any unused balance of the Vault Pays-enabled Prepaid Mastercard will be forfeited. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte.Ltd. See www.vaultps.com.au/terms for terms and conditions. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and funds expire 12 months after activation.
11. Any ancillary costs associated with redeeming the Coles or Woolworths Gift Cards are not included. Any unused balance of the Coles or Woolworths Gift Cards will not be awarded as cash. Redemption of the Coles Gift Cards is subject to any terms and conditions of the issuer including those specified on the Coles or Woolworths Gift Cards.
12. Woolworths E-Gift Cards are subject to the terms and conditions imposed by Woolworths Supermarkets. Refer to www.giftcards.woolworths.com.au for Woolworths Supermarkets Gift Card terms and conditions.
13. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Eligible Product; (b) each entry must be submitted separately and in accordance with entry requirements; (c) unrecognised barcode numbers will be deemed invalid; (d) a maximum of eight (8) entries per person is permitted; and (e) a maximum of one (1) entry per person per day is permitted.
14. All instant win prizes must be claimed by no later than 11:59PM AEDST on 31 October 2021.

Gold Star

15. For the purposes of this promotion, three (3) Eligible Products packaging in market during the Promotional Period will each contain one (1) gold star (“**Gold Star**”). There will be one (1) Gold Star randomly distributed to one (1) store of each of the Participating Retailers: Coles; Woolworths; and across the network of independent retail outlets. Individuals that find a Gold Star will be deemed a provisional winner of a major prize. To claim their major prize, individuals must take a photograph of their Gold Star in the Eligible Product packaging and then complete the following steps:
- visit www.goldstargiveaway.com.au;
 - click on ‘Contact Us’;
 - input the requested details including name, email address and phone number;
 - upload the photograph of their Gold Star, with the unique code clearly visible; and then
 - submit the fully completed ‘Contact Us’ form by no later than 11:59PM AEST on 31 July 2021.

Verification of the major prize provisional winners will take place at the end of the Promotional Period. Once their prize claim has been verified, the individual will be notified by email within two (2) business days of verification.

16. For clarity, individuals who find a Gold Star can also participate in the instant win promotion by completing the steps at clause 7 above.
17. There are three (3) major prizes to be won. Each major prize is a \$10,000 cash prize and will be awarded in the form of an EFT (electronic funds transfer). Winners are responsible for providing full and accurate bank account details (including BSB, account name, account number, bank, bank address and SWIFT code (if applicable)). The Promoter will not be responsible for a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.

General

18. Entrants must retain their original purchase receipt/s, Eligible Product barcode/s, unique code/s and original Eligible Product packaging containing the Gold Star for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the promotional period but prior to entry.
19. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and 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 or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
20. Incomplete or indecipherable entries will be deemed invalid.

21. 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.
22. Major prize winners and any ACT instant winners will be published on www.goldstargiveaway.com.au from 6 August 2021.
23. The Promoter's decision is final and no correspondence will be entered into.
24. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
25. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
26. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
27. Total prize pool value is up to \$356,655.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. A draw for any unclaimed major prizes and any instant win prizes that have been won by remain unclaimed may take place at Blackhawk Network, Level 1, 534 Church Street, Cremorne VIC 3121 on 4 November 2021 at 12:00PM AEDST, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within two (2) business days of the draw and their names will be published on www.goldstargiveaway.com.au from 5 November 2021.
30. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
31. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
33. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.

34. 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 States 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.
35. 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; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
36. The Promoter collects personal information ("**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, to Australian regulatory authorities. Entry 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://www.fonterra.com/nz/en/privacy-statement.html>. 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. 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. The Promoter will not disclose PI to any entity outside of Australia.
37. The Promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669) of Level 2, 40 River Boulevard, Richmond VIC 3121, telephone 1800 353 942.

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