

Nestlé – TERMS OF OFFER

Schedule to Conditions of Claim																													
Promotion Name	Nestlé Professional Easter Bidfood Promotion (“The Promotion”)																												
Promoter	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 trading as Nestlé Professional of 1 Homebush Bay Drive, Rhodes NSW 2138																												
Website	www.nestleprofessional.com.au/bidfoodeasterpromotion																												
Offer Period	The Promotion starts at 12.01am AEDT on 2 March 2020 and closes earlier of 11:59pm AEDT on 12 April 2020 or when 750 (seven-hundred-fifty) valid claims have been received (whichever occurs first).																												
Claims Restrictions	<p>Entry is open to new and existing Australian clients of Bidfood in who have a valid email address and make the required Eligible Purchase through myBidfood online ordering (“Eligible Claimant”).</p> <p>An employee who enters the Promotion on behalf of the Eligible Claimant must be aged 18 years or over and must have the authority to make all required purchases through Bidfood and to enter the promotion on behalf of the Eligible Claimant.</p> <p>Note: For the avoidance of doubt, a gift with purchase in this promotion is to be awarded to the Eligible Claimant and not to the individual representative who entered the Promotion on the Eligible Claimant’s behalf.</p>																												
Participating Products	<p><u>Qualifying Nestlé Professional Product List A:</u></p> <table border="1"> <thead> <tr> <th>Bidfood product Code</th> <th>Brand</th> <th>Description</th> <th>Size</th> </tr> </thead> <tbody> <tr> <td>132942</td> <td>MAGGI</td> <td>MAGGI Classic Rich Gravy Mix</td> <td>7.5kg</td> </tr> <tr> <td>116507</td> <td>MAGGI</td> <td>MAGGI Classic Gluten Free Mashed Potato Instant Mix</td> <td>7kg</td> </tr> <tr> <td>148590</td> <td>MAGGI</td> <td>MAGGI Classic Gluten Free Supreme Gravy Mix</td> <td>7kg</td> </tr> <tr> <td>132944</td> <td>MAGGI</td> <td>MAGGI Gluten Free Instant Rich Gravy Mix</td> <td>7kg</td> </tr> <tr> <td>132948</td> <td>MAGGI</td> <td>MAGGI Classic Gluten Free Chicken Flavoured Booster</td> <td>8kg</td> </tr> <tr> <td>132946</td> <td>MAGGI</td> <td>MAGGI Classic Gluten Free Beef Flavoured Booster</td> <td>8kg</td> </tr> </tbody> </table> <p><u>Qualifying Nestlé Professional Product List B:</u></p>	Bidfood product Code	Brand	Description	Size	132942	MAGGI	MAGGI Classic Rich Gravy Mix	7.5kg	116507	MAGGI	MAGGI Classic Gluten Free Mashed Potato Instant Mix	7kg	148590	MAGGI	MAGGI Classic Gluten Free Supreme Gravy Mix	7kg	132944	MAGGI	MAGGI Gluten Free Instant Rich Gravy Mix	7kg	132948	MAGGI	MAGGI Classic Gluten Free Chicken Flavoured Booster	8kg	132946	MAGGI	MAGGI Classic Gluten Free Beef Flavoured Booster	8kg
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	Bidfood product Code	Brand	Description	Size
	189278	CHEF	CHEF Vegetable Liquid Concentrate	200ml
	189279	CHEF	CHEF Vegan Demi Glace Liquid Concentrate	200ml
	189277	CHEF	CHEF Mushroom Liquid Concentrate	190ml
	187404	MAGGI	MAGGI Hollandaise Sauce	1L
	190711	MAGGI	MAGGI Taste of Americas Salsa Roja	2L
	190712	MAGGI	MAGGI Taste of Americas Fiery Hot Sauce	1L
	190713	MAGGI	MAGGI Taste of Americas Legendary BBQ Sauce	1L
	184296	MAGGI	MAGGI TASTE OF ASIA Thai Chilli Jam	500g
	184295	MAGGI	MAGGI TASTE OF ASIA Panang Curry Paste	500g
	184298	MAGGI	MAGGI TASTE OF ASIA Hoisin Sauce	1L
	184299	MAGGI	MAGGI TASTE OF ASIA Korean BBQ Sauce	1L
Claim Method	<p>To participate in the Offer, an Eligible Claimant must during the Offer Period:</p> <ul style="list-style-type: none"> (i) Place an order through myBidfood online ordering and purchase a minimum of any one (1) product from “Qualifying Nestlé Professional product List A” plus a minimum of any three (3) products from “Qualifying Bidfood product List B” (“Eligible Purchase”) in one transaction; (ii) Enter the below promo code at checkout: <ul style="list-style-type: none"> • NP50 (iii) Gift will be provided by their Bidfood sales representative within 45 days of placing the order; 			
Maximum claims permitted	One (1) gift per customer (based on customer number).			
Gift allocation	There are up to seven-hundred-fifty (750) gifts available to be claimed during the Promotional Period.			

Gift	Type	No. Available	Details	Value
		Gift with Purchase	750	\$50 EFTPOS Cards
Value of Gift Pool	Up to \$37,500			
Conditions of gift	<p>As per conditions of entry. Gifts are not transferable & cannot be converted to cash.</p> <p>Conditions of the EFTPOS gift card can be found here https://auspost.com.au/terms-conditions/terms-conditions-australia-post-visa-prepaid-gift-card</p> <p>These offers are not available in conjunction with any other promotion, offer or discount</p>			
Delivery of gift	The Promoter will endeavour to provide each claimant with their gift within 45 days. If delivery of the gift is delayed for reasons beyond the control of the Promoter the Promoter will advise the claimant of the delay via email.			
Notification of successful claim	Each claimant will be notified of their successful claim on the order confirmation.			

Conditions of Claim

1. These Conditions of Claim are to be read in conjunction with the Schedule to Conditions of Claim. To the extent that there is any inconsistency between the Conditions of Claim and the Schedule to Conditions of Claim, the Schedule prevails.
2. Information on how to submit a claim form part of these terms & conditions. Any claim not complying with these Conditions of Claim and Schedule to Schedule to Conditions of Claim is invalid.
3. **Standard claim restriction:** Employees, agents, successors, and assignees of Promoter, its advertising agencies and promotional companies involved in this Promotion, as well as family and household members of same, shall be ineligible to participate in the Promotion and shall be ineligible for any redemption covered herein.
4. **Promotional Period:** The Promotion will take place during the Promotional Period. Any claim that occurs outside this period is invalid.
5. **Receipt of electronic claims:** Claims are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by a claimant or occurring during transmission.
6. **Verification Requirements:** The Promoter may require the claimant to provide proof of identity, age, and residency. Where the Promotion requires the purchase of a product(s), the Promoter reserves the absolute discretion to require any claimant to verify every claim they made during the Promotion period in order to claim a reward. If a claim cannot be verified to the Promoter's satisfaction, the claim will be invalid.
7. **Standard Reward Restriction:** All rewards unless stated to the contrary are not transferable & cannot be converted to cash.

8. **Reward Value:** Reward value is correct at time of printing but no responsibility is accepted for any variation in the value of any award.
9. **Reward Delivery:** Rewards will only be delivered in Australia and each claimant should allow 28 days from receiving your validated confirmation email for delivery of their reward.
10. **Australian Consumer Law:** The claimant should look to the manufacturer of products and provider of services for all warranties. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
11. **Tampering:** The Promoter reserves the right to disqualify any claimant for tampering with the claim process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple claims that are not associated with a separate eligible purchase, or submitting a claim which is not otherwise in accordance with these Conditions of Claim and Schedule to Conditions of Claim. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all claims made by that individual invalid, the Promoter may also preclude that claimant from participation future promotions of the Promoter.
12. **Technical Malfunction:** If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
13. **Liability:** The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the reward, except for any liability which cannot be excluded by law.
14. **Disruptive, abusive, unsuitable claims:** The Promoter may determine all claims invalid and/or preclude participation by a claimant if they disrupt, annoy, abuse, act contrary to law or engages in fraudulent misleading and deceptive conduct.
15. **Tax:** Claimants should obtain their own independent financial advice in relation to any tax liability that may arise as a result of their participation in the Promotion.
16. **Promoters Decisions:** All decisions of the Promoter are at their complete discretions and are final. No correspondence will be entered into.
17. **Social Media:** The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Claimants completely release Facebook, Instagram or Twitter from any and all liability relating to the Promotion.
18. **Privacy:** Each claim becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy and the Bidfood Privacy Policy. The Nestlé Privacy Policy can be accessed by visiting www.nestle.com.au or calling Nestlé on 1800 025 361.