

**Nestlé –PROMOTION TERMS AND CONDITIONS**

<b><u>Schedule to Conditions of claim</u></b>																	
<b>Promotion Name</b>	Bidfood and Nestlé Professional Mash & Gravy Promotion (“The Promotion”)																
<b>Promoter</b>	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 trading as Nestlé Professional of 1 Homebush Bay Drive, Rhodes NSW 2138.																
<b>Website</b>	<a href="http://www.nestleprofessional.com.au">www.nestleprofessional.com.au</a> <a href="http://www.mybidfood.com.au">www.mybidfood.com.au</a>																
<b>Offer Period</b>	The Offer Period starts at 9am AEDT on 1 March 2021 and closes at 11:59pm AEST on 31 March 2021 or until allocation of Gifts is exhausted (whichever occurs first).																
<b>Offer Restrictions</b>	<p>Entry is open to new and existing Australian customers of Nestlé and Bidfood who make the required Eligible Purchase during the Offer Period (“Eligible Claimant”).</p> <p>An employee who makes a Claim 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 to enter the promotion on behalf of the Eligible Claimant.</p> <p><b>Note:</b> For the avoidance of doubt, a gift with purchase is to be awarded to the Eligible Claimant (i.e the business) and not to the individual who claimed on the Eligible Claimant’s behalf.</p>																
<b>Claim Method</b>	<p>To participate in the Offer, an Eligible Claimant must, during the Offer Period:</p> <p>(i) Purchase, in one transaction, one (1) item from the Nestle Professional Product List #1 AND one (1) item from Nestle Professional Product List #2, via the Bidfood website (“Eligible Purchase”) and enter code <b>NP50</b> at checkout.</p> <p>The Promoter will validate all claims and provide a Gift and deliver in accordance with Delivery of Gift details.</p>																
<b>Participating Products</b>	<p><b><u>Nestlé Professional product list #1</u></b></p> <table border="1"> <thead> <tr> <th><b>Bidfood Code</b></th> <th><b>Brand</b></th> <th><b>Description</b></th> <th><b>Size</b></th> </tr> </thead> <tbody> <tr> <td>147007</td> <td>MAGGI</td> <td>Chicken Gravy Mix</td> <td>7.5kg</td> </tr> <tr> <td>132942</td> <td>MAGGI</td> <td>Rich Gravy Mix</td> <td>7.5kg</td> </tr> <tr> <td>148590</td> <td>MAGGI</td> <td>Supreme Gravy Mix</td> <td>7kg</td> </tr> </tbody> </table>	<b>Bidfood Code</b>	<b>Brand</b>	<b>Description</b>	<b>Size</b>	147007	MAGGI	Chicken Gravy Mix	7.5kg	132942	MAGGI	Rich Gravy Mix	7.5kg	148590	MAGGI	Supreme Gravy Mix	7kg
<b>Bidfood Code</b>	<b>Brand</b>	<b>Description</b>	<b>Size</b>														
147007	MAGGI	Chicken Gravy Mix	7.5kg														
132942	MAGGI	Rich Gravy Mix	7.5kg														
148590	MAGGI	Supreme Gravy Mix	7kg														

	<p><b><u>Nestlé Professional product list #2</u></b></p> <table border="1"> <thead> <tr> <th><b>Bidfood Code</b></th> <th><b>Brand</b></th> <th><b>Description</b></th> <th><b>Size</b></th> </tr> </thead> <tbody> <tr> <td>116507</td> <td>MAGGI</td> <td>Mashed Potato</td> <td>7kg</td> </tr> </tbody> </table>				<b>Bidfood Code</b>	<b>Brand</b>	<b>Description</b>	<b>Size</b>	116507	MAGGI	Mashed Potato	7kg
<b>Bidfood Code</b>	<b>Brand</b>	<b>Description</b>	<b>Size</b>									
116507	MAGGI	Mashed Potato	7kg									
<b>Maximum claims permitted</b>	Up to three (3) gift per business.											
<b>Gift</b>	<table border="1"> <thead> <tr> <th><b>Type</b></th> <th><b>No. Available</b></th> <th><b>Details</b></th> <th><b>Value</b></th> </tr> </thead> <tbody> <tr> <td>Gift with Purchase</td> <td>750</td> <td>\$50 EFTPOS Gift Card</td> <td>Up to \$50.00 each</td> </tr> </tbody> </table>				<b>Type</b>	<b>No. Available</b>	<b>Details</b>	<b>Value</b>	Gift with Purchase	750	\$50 EFTPOS Gift Card	Up to \$50.00 each
<b>Type</b>	<b>No. Available</b>	<b>Details</b>	<b>Value</b>									
Gift with Purchase	750	\$50 EFTPOS Gift Card	Up to \$50.00 each									
<b>Value of Gift Pool</b>	Up to \$57,500											
<b>Conditions of prize</b>	<p>As per conditions of entry. Prizes are not transferable &amp; cannot be converted to cash. The gift card is subject to terms and conditions which can be accessed via the link on the back of the card.</p> <p>For the Avoidance of doubt the prize will be awarded to the Eligible Claimant (i.e., the business) for which the product is purchased and will not be awarded to the individual entering on the clients behalf.</p>											
<b>Verification</b>	Claimants must keep their original receipt(s) to verify their claim. The Promoter may invalidate a claim if a claimant is unable to produce original receipts. Purchase receipts must identify the products purchased and the date of purchase.											
<b>Notification of successful claim</b>	Claimants will be notified of successful redemptions via a message in the myBidfood checkout upon completing the promo code requirements mentioned in the claim method T&C's.											
<b>Delivery of gift</b>	The Promoter will endeavour to provide each claimant with their gift within 28 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.											

### **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 which can be accessed by visiting [www.nestle.com.au](http://www.nestle.com.au) or calling 1800 005 510.