

Nestlé – SAMPLING TERMS AND CONDITIONS

Offer Name	BUITONI Sample Offer ("The Offer")
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
Offer Period	The Promotion starts at 9am on 1 st March 2018 and closes at 11.59pm on 31 st December 2018, or until stock of any or all sample(s) is exhausted.
Claimant Restrictions	This claim is open to residents of Australia who are aged 18 years and over and who are employed in the foodservice industry.
Claim Method	To avail of the Offer, claimants must during the Offer Period go to the Website and register your details. The Promoter will then provide a sample to a claimant by post to the business address provided.
Maximum claims permitted	One (1) claim per organisation. Based on business address.
Sample	Each sample will contain one (1) BUITONI Sugo per Pasta 425g sample can (not for sale).
Delivery	The sample will be sent to the claimant at the residential address set out in the claim form. Please allow up to (4 weeks) for the receipt of your sample.
Additional terms of offer	<p>Sample is not for sale and cannot be redeemed for cash.</p> <p>Technical Malfunction: No responsibility will be taken for late, lost, indecipherable or misdirected claims.</p> <p>Liability: Except for any liability that cannot be excluded by law in relation to supply of products, the Promoter (including its 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 sample offer, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any 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.</p> <p>To the extent permitted by law, the Promoter and any of their associated agencies shall not be liable for any loss, cost, damage, expense, personal injury, death or liability (including, but not limited to direct, indirect or consequential losses) that is suffered or incurred in connection with this sample offer, or any act or omission (whether negligent or not) of the Promoter, and their associated agencies, or any person associated with any of them including their employees or agents or otherwise.</p> <p>Tampering: If the sample offer 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</p>

discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the sample offer, as appropriate.

Verification: The Promoter reserves the right to request claimants to provide proof of identity and residency at the nominated sample delivery address. Identification considered suitable for verification is at the discretion of the Promoter.

Privacy: Claimants' personal information ("PI") will be collected to enable the Promoter to administer this sample offer. The PI of the claimant may be provided to others assisting, including sample suppliers and deliverers, and to relevant authorities. If the PI requested is not provided, the claimant may not participate in the sample offer.

A claimant's PI may be used for further contact if they choose to opt-in to receive further communications at the time of entry. A request to access, delete, unsubscribe, update or correct any personal information should be directed to The Privacy Officer, 1 Homebush Bay Dr, Rhodes NSW 2138, Australia, by phone on 1800 738 238. A copy of our Privacy Policy is available at www.nestle.com.au/privacy.

Copyright: It is a condition of participating in the Offer that the claimant warrants that any feedback about the sample ("the Material") that they submit to the Promoter is original and does not infringe the intellectual property of any third parties.

The claimant assigns all rights, title and interest in their feedback about the Material to the Promoter without compensation. The entrant further agrees not to object to the Promoters use of the Material on the basis of any moral right. The Promoter may, if required request that a claimant complete any documentation necessary to give effect to this assignment of right, title and interest.

Social Media: The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Entrants completely release Facebook, Instagram or Twitter from any and all liability relating to the Promotion.

Promoters Decisions: All decisions of the Promoter are at their complete discretions and are final. No correspondence will be entered into.