## "MAINLAND™ LOVE US OR YOUR MONEY BACK GUARANTEE OFFER"

## **TERMS AND CONDITIONS**

- 1. The Promoter is Fonterra Brands (Australia) Pty Ltd (ABN 80 095 181 669) of Level 2, 40 River Boulevard, Richmond, Victoria, 3121. Telephone 1800 816 773. ("**Promoter**").
- 2. Information on how to claim forms part of these Terms and Conditions. By making a claim, claimants agree to be bound by these Terms and Conditions. Claims must comply with these Term and Conditions to be valid.
- 3. This offer is only open to Australian residents aged 18 years and over.
- 4. Employees (and their immediate families) of the Promoter, Participating Retailers and agencies associated with this offer are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 5. Offer commences at 12.01AM AEST on 30 April 2025 and ends at 11.59PM AEST on 3 June 2025 ("Offer Period").
- 6. Participating Mainland™ cheese and Mainland Buttersoft™ products are as follows:
  - Mainland Buttersoft™ Salted 250g;
  - Mainland Buttersoft<sup>™</sup> Salted 375g;
  - Mainland Buttersoft™ Salt Reduced 375g;
  - Mainland Cheese Vintage Aged Cheddar Block 400g;
  - Mainland Cheese Extra Tasty Aged Cheddar Block 500g;
  - Mainland Cheese Tasty Aged Cheddar Block 500g;
  - Mainland Cheese Colby Block 500g;
  - Mainland Cheese Vintage Aged Cheddar Block 200g;
  - Mainland Cheese Tasty Aged Cheddar Block 250g;
  - Mainland Cheese Extra Tasty Aged Cheddar Block 250g;
  - Mainland Cheese Swiss Block 200g;
  - Mainland Cheese Colby Block 250g;
  - Mainland Cheese Edam Block 250g;
  - Mainland Cheese Gouda Block 250g;
  - Mainland Cheese Tasty Aged Cheddar Slices 210g;
  - Mainland Cheese Extra Tasty Aged Cheddar Slices 210g;
  - Mainland Cheese Swiss Slices 210g; and
  - Mainland Cheese Colby Slices 210g

Each a ("Participating Product").

- 7. To be eligible to claim, individuals must purchase a Participating Product from a Participating Retailer (defined below) during the Offer Period ("Qualifying Purchase"). A "Participating Retailer" is any Coles, Woolworths, Aldi or Independent supermarket, in store or online, that stocks Participating Products during the Offer Period.
- 8. To submit a claim, individuals must then undertake the following steps during the Offer Period:
  - a) Visit <a href="https://www.mainland.com.au/moneyback">https://www.mainland.com.au/moneyback</a> and follow the prompts to the claim page;
  - b) Input the requested details including full name, valid email address, a mobile phone number and purchase details (including the Participating Product purchased, the Participating Retailer and purchase price);
  - c) Once a mobile phone number is inputted, individuals will be sent a unique verification code via SMS to validate their mobile phone number. Individuals will then be required to enter the unique verification code when prompted to verify their details;
  - d) Upload a photograph of their Qualifying Purchase receipt, which must comply with the requirements set out in clause 10;
  - e) Provide an explanation in 15 words or more as to their experience with the Participating Product; and then
  - f) Submit the fully completed online claim form.
- 9. Upon submitting a claim form, individuals will receive an email to confirm that their provisional claim has been received for validation. Once validated, the individual will receive a Digital Prepaid Mastercard® ("Digital Card") within ten (10) business days of validation to the email address specified in the claim. Each Digital Card will be loaded with the value of the original purchase price paid by the claimant for the Participating Product as indicated on the Qualifying Purchase receipt ("Reward").
- 10. For clarity, in order for a claim to be validated, a Qualifying Purchase receipt must clearly specify:
  - a) the Participating Product(s) purchased;
  - b) the price of the Participating Product(s) purchased;
  - c) that the purchase was made at a Participating Retailer;
  - d) the purchase date and time;
  - e) the full receipt number (located under the receipt barcode); and
  - f) that payment for the Participating Product(s) has been received in full.

If the purchase receipt is missing any of the above information, or is illegible or indecipherable, it will render the claim invalid.

11.A maximum of 2 claims per individual are allowed, but 1 claim must be for a Buttersoft™ Participating Product and 1 claim must be for a Mainland™ cheese Participating Product. Each claim must be submitted separately. If both products are purchased in the same transaction, the Qualifying Purchase receipt must be submitted for each claim.

- 12. The Digital Card is subject to Mastercard's conditions, including the following specific conditions:
- The Digital Prepaid Mastercard is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. T&Cs apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
- Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at https://thecardnetwork.com.au/pages/terms-conditions
- Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer including those specified on the Digital Prepaid Mastercard.
- 13. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. Errors and omissions may be accepted at the Promoter's sole 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.
- 14. Claimants must retain a copy of their Qualifying Purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim(s).
- 15. Incomplete or indecipherable claims will be deemed invalid.
- 16. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
- 17. Claimants will be notified by email of any decision by the Promoter.
- 18. Any decision of the Promoter is final and no correspondence will be entered into.
- 19. The Reward is subject to the terms and conditions of the third-party prize supplier and, to full the extent permitted by law, the provision of the Reward is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the Reward at the time it is issued to the claimant will prevail over these Terms and Conditions, to the extent of any inconsistency. To the full extent permitted by law, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Reward, any delay or failure relating to the Reward itself or failure by the third

- party to meet any of its obligations in these Terms and Conditions or otherwise.
- 20. If for any reason a claimant does not redeem the Reward by the time stipulated by the Promoter, then the Reward will be forfeited.
- 21. If any Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward with a reward to the equal value and/or specification.
- 22. Rewards, or any unused portion of a reward, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified in the applicable terms and conditions.
- 23. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 24. If this offer is interfered with in any way, the claimant breaches these Terms and Conditions or the terms and conditions applicable to the Reward, or the offer 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 claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.
- 25. Any cost associated with accessing the offer website or claiming the Reward is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
- 26. 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.
- 27. 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 other loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of this offer, including: (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 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 reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Reward.

28. 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 (but will not store sensitive information) as set out in its Privacy Policy, which can be viewed at https://mainland.com.au/privacy-policy.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 (but not any sensitive information) 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.