

CHEER™ TOASTIE TRUCK

TERMS AND CONDITIONS – CHARITY / FUNDRAISING EVENT

In these terms and conditions, “we” and “us” means Saputo Dairy Australia Pty Ltd (ABN 52 166 135 486) and “you” and “your” means the Applicant as set out in the Application Form. “Participant” means you, your volunteers, anyone from your charity or event, and any participant, visitor, guest or attendee at your event.

Booking the CHEER Toastie Truck

We receive many applications, and unfortunately only have so many trucks! Successful applicants are chosen on who we believe best represent our values and community spirit. No preference will be shown to any particular group or segment of the community, but only fundraiser events that benefit Australian communities will be accepted.

While we hope not to, we reserve the right to cancel any successful applicant at any time and for any reason. We will always try to notify any such applicant as soon as practicable. If a successful applicant does not comply with these terms, we may cancel the CHEER Toastie Truck (including on the day of the event).

CHEER™ Toastie Truck deposit, payments, and proceeds

No booking or deposit fee is required for fundraising events for the CHEER Toastie Truck.

Each toastie must be sold for \$4.00. From each toastie sold, you will receive \$2 for your organisation and we will receive \$2.00 for the CHEER Toastie Truck. In the event that less than 300 toasties are sold at your event, we will receive \$600 from the CHEER Toastie Truck proceeds and you will receive the balance (if any).

We will confirm the number of toasties sold on the day by counting and agreeing the number of bread loafs at the start of the day and the number at the end of the event, with 8.5 toasties being made from each loaf. A sales docket will be issued on the day and both parties must sign the agreed amount sold.

You will retain the entire proceeds collected on the day (in cash or electronically) and we will issue you with a tax invoice in accordance with the agreed and signed sales docket. You must pay the invoice within 7 days of the invoice date.

Invoices can be paid via EFT to Saputo Dairy Australia Pty Ltd (ABN 52 166 135 486) into the following account:

WESTPAC BANK
BSB: 033-157
ACCOUNT NUMBER: 70-1850

Please ensure the invoice number is quoted with payment and forward remittance advice to aus.accountsrec@saputo.com. Payment can also be made with credit card via prior arrangement.

What we must do

We will provide bread, butter and CHEER™ Tasty Cheese all free of charge and will calculate expected toastie numbers on our reasonable calculations of your requirements. Please note that only CHEER™ toasties are to be sold from the CHEER™ Truck.

We will provide a team member to set up the truck for you, who will stay and guide all of your volunteers throughout the event. The CHEER™ Truck will be available for a maximum of up to four hours for your event.

What you must do

You must ensure that:

- a) At least three volunteers are available at all times on the CHEER Toastie Truck, and one of those volunteers must be an adult;
- b) All volunteers must assist in cleaning the kitchen/work area after the event;
- c) All volunteers are at least 14 years and 9 months' old;
- d) All volunteers over 18 years of age have a current working with children's check;

e) All volunteers:

- a. Wear food handling gloves (and not handle any food with bare hands), shirts (no singlets), and enclosed shoes;
- b. Have neat and tidy hair (long hair tied back, or hair net worn);
- c. Handle either money or food (and not both, due to hygiene risks);

f) Safe private land is provided for our CHEER Toastie Truck staff and to park the CHEER Toastie Truck;

g) You provide us with early access to the event site so we can set up the CHEER Toastie Truck;

h) You hold all appropriate insurances for the event, including to cover the volunteers and Participants;

i) There are waste collection and removal services at the event (we are not responsible for removing waste from the event site);

j) Any incident involving a volunteer, Participant or the CHEER Toastie Truck is promptly reported to us;

k) No signage is attached to the CHEER Toastie Truck without our permission.

You will also need to provide your own float / money system.

To help spread the news about the CHEER Toastie Truck, we encourage you to post images of the event with the CHEER Toastie Truck online via social media, and consent to re-posting and other uses of those images by us in connection with our marketing and advertising activities (e.g. sharing images on our CHEER Toastie Truck social media pages).

Cancellations and cancellation fee

You must give us at least 21 days' notice if you want to cancel the CHEER Toastie Truck. This allows us to arrange a booking for another event.

If you do not give us 21 days' notice, then a \$100 cancellation fee will be payable by you.

Liability and other legal stuff

We accept no liability for any decision we make to accept or reject any application, or to cancel the CHEER Toastie Truck at your event. We won't enter into any correspondence regarding our decisions, which are final. In submitting an application, you agree to not publicly disparage or criticise any decision we make.

To the extent permitted by law, any entry into the CHEER Toastie Truck by any Participant (including volunteers) is 'at your own risk' and to the extent permitted by law we accept no liability for any loss, damage, cost, expense or injury suffered by Participants (including volunteers), including for personal injury (including sickness or death) or property damage suffered in connection with the CHEER Toastie Truck, or any other claim for loss or damages by you.

You agree to indemnify us if any Participant (including volunteers) makes any claim for loss, damage, cost, expense, injury or property damage against us in connection with the CHEER Toastie Truck, or if any damage is caused to the CHEER Toastie Truck.

In relation to the images posted by you featuring the CHEER Toastie Truck or CHEER Toasties ("Images"), you grant us a royalty-free, worldwide and irrevocable license to re-post those Images or otherwise use those Images in our marketing activities (print, digital, online or otherwise).

In respect of all Images, you represent to us that you have the necessary consents of all individuals in those photographs, and that should any dispute arise, you will notify us so that we may cease any use of those disputed Images.