

CHEER™ TOASTIE TRUCK

TERMS AND CONDITIONS – CATERING: CORPORATE / PRIVATE 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, anyone from your company 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! Speak to our team and we will do our best to schedule your event.

CHEER™ Toastie Truck deposit, payments, and proceeds

A \$100 deposit (ex GST) is payable to book the CHEER Toastie Truck. We will issue you with a deposit invoice as soon as we confirm your booking, which will be due within 5 business days from the date of the invoice.

We will issue a full invoice that must be paid 14 days prior to the event (the deposit will be deducted from the full invoice amount). The full invoice will be based on your required number of toasties agreed to between us and you. Note that you will need to order and pay for a minimum of 150 CHEER Toasties to secure a booking for an event.

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.

Cancellations and deposit refunds / forfeitures

You must give us at least 14 days' notice if you want to cancel or reschedule the CHEER Toastie Truck, in which case we will refund your \$100 deposit and any amount paid under your full invoice. If you cancel or reschedule on less than 14 days' notice, then you will not receive any refund of your deposit, and the refund of your full invoice will be reduced by an amount equivalent to the costs that we have already incurred for your event (including, for example, the costs of ingredients for the Toasties that we have already purchased or ordered). Any rescheduling is at the absolute discretion of us and subject to availability.

While we hope not to, we reserve the right to cancel a booking at any time and for any reason. We will always try to notify you as soon as practicable. Where we unfortunately need to cancel a booking then we will refund your deposit and any amount paid under your full invoice, or alternatively, you can use these monies for a rescheduled event (subject to availability).

If you do not comply with these terms, we may cancel the CHEER Toastie Truck (including on the day of the event) and will not refund any deposit.

What we must do

We will ensure that:

- a) Our CHEER Toastie Truck arrives and is set up prior to your event start time, so you have CHEER Toasties ready to be ordered by your Participants and toasted by us;
- b) The number of CHEER Toasties agreed between you and us are available for your event; and
- c) We stay for 2 hours from the event start time (and can stay for longer at \$90 per hour or part thereof).

What you must do

You must ensure that:

- a) Safe private land is provided for our CHEER Toastie Truck staff and to park the CHEER Toastie Truck;
- b) You provide us with early access to the event site so we can set up the CHEER Toastie Truck;
- c) If you would like any Participants assist in serving CHEER Toasties from within the CHEER Toastie Truck, that the Participants follow all reasonable directions while in the CHEER Toastie Truck;
- d) You hold all appropriate insurances for the event, including to cover the Participants;
- e) There are waste collection and removal services at the event (we are not responsible for removing waste from the event site);
- f) Any incident involving a Participant, or the CHEER Truck is promptly reported to us; and
- g) No signage is attached to the CHEER Truck without our permission.

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).

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 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 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 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.