

MILKLAB's Sensations Promotion

TRADE PROMOTION ONLY: This Promotion is open to to registered café businesses within Australia, who stock one or more of the Promoter's MILKLAB dairy and/or plant-based beverages.

Promotion	MILKLAB Sensations										
Promoter	Noumi Trading Pty Ltd (ABN 36 614 863 286) of 8A Williamson Road, Ingleburn NSW 2565										
Promotion Type	Game of Skill										
Promotion Period	The promotion starts at 06:00AM AEST on 1 October 2026 and ends at 5:00PM AEST on 2 February 2027 (Promotional Period). The Promotional Period is subject to change at the Promoter’s discretion and all changes will be notified on the Promoter’s website: www.noumi.com.au and/or www.milklabco.com										
Prize and Judging Process	The winner of the Judging Process will receive a cash prize with a total value of AUD \$15,000 (Prize). The Prize will be awarded by electronic funds transfer (EFT), in accordance with the Prize Claim. The following outlines the Judging Process for the Promotion: <table><tr><td></td><td>Details</td><td>Judging Criteria</td><td>Results</td></tr><tr><td>Judging Process</td><td>Date: To be set by promoter. Venue: 8a Williamson Road, Ingleburn NSW 2565. Judging Panel: Promoter of representative of the Promoter.</td><td>IG Post will be judged by uniqueness, creativity and brand fit with the MILKLAB Sensations Signature Drinks featured in the Café Kit Recipes.</td><td>One (1) winner will be determined.</td></tr></table>				Details	Judging Criteria	Results	Judging Process	Date: To be set by promoter. Venue: 8a Williamson Road, Ingleburn NSW 2565. Judging Panel: Promoter of representative of the Promoter.	IG Post will be judged by uniqueness, creativity and brand fit with the MILKLAB Sensations Signature Drinks featured in the Café Kit Recipes.	One (1) winner will be determined.
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Total Prize Pool	Total Prize Pool of AUD \$15,000.										
Entry Restrictions	The Promotion is only open to registered café businesses within Australia, who stock one or more of the Promoter’s MILKLAB dairy and/or plant-based beverages (“Participating Café”). Delivery address for any Prize must be in Australia. Employees of the Promoter and their family members are ineligible to enter this Promotion. “Entrant(s)” means a Participating Café that enters the Promotion. “Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. The Promoter is responsible for determining whether a Participating Café is eligible to enter in its absolute discretion.										
How to Participate	To participate in the Promotion, the Participating Café must, within the Promotional Period: - Successfully complete and submit the registration form by scanning the QR code available on the MILKLAB® Sensations flyer (Registration Form) to receive a Café Kit* from the Promoter; <u>and</u> - Create one or more Instagram social media post or reel (IG Post) on the Participating Café’s official Instagram account in accordance with the requirements below: Requirements for IG Post: - Must showcase at least one (1) of the MILKLAB Sensations Signature Drinks from the recipes provided in the Café Kit; <u>and</u> - Must utilise a MILKLAB product; <u>and</u> - Must include tag @milklabco and #MILKLABsensations Entrants can enter the Promotion once only. Multiple entries are not permitted. *the Café Kit will be issued by the Promoter once the registration form is successfully complete and the Promoter has confirmed the Participating Café is an eligible Entrant in accordance with these Terms and										

conditions. The Café Kit will include recipe cards and other MILKLAB promotional material.

Winner Announcement	This Promotion is a game of skill. The winner will be announced on or around 5:00PM on 15 February 2027 by the Promoter at 8A Williamson Road, Ingleburn NSW 2565.
Winner Notification	The Promoter will notify the winner via email (at the email address provided in the Registration Form), within seven (7) days of the draw (Initial Notification). The Promoter will also publish the winner on MILKLAB's social media platforms.
Prize Claim	The winner must within fourteen (14) days of the Initial Notification: i) accept the prize by confirming their residential address, Participating Café address, email and/or phone number; and ii) providing the bank account details (including a bank statement to verify the relevant account details). This will be to comply with anti-money laundering legislative requirements. PO Boxes will not be accepted as an address. If the winner fails to respond to the Promoter within 14 days of notification of winning, they will be deemed ineligible, and a different Entrant will be chosen as a winner by the Promoter at its sole discretion.
Prize Delivery	The Prize will be transferred to the winner(s) bank account within 30 days of the Prize being successfully claimed. - The Promoter will make reasonable efforts to provide the Prize to the bank account(s) provided by the winner. The winner is responsible for providing accurate banking details. - The Promoter takes no responsibility for the accuracy of any information provided in conjunction with this Promotion and will not re-submit payment. - In no circumstances shall the amount payable exceed the Prize amount.

GENERAL TERMS & CONDITIONS

1. The details above and the following clauses collectively form the terms and conditions of the Promotion (**Terms and Conditions**).
2. All dollar values are in Australian dollar currency.
3. Each Entrant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. This is a game of skill.
5. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into in relation to the Promoter's decision.
6. The Promotion is not valid in conjunction with any other offer.
7. The Promotion may be extended at the Promoter's absolute discretion. All Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility or breach of these Terms and Conditions after the Promoter has awarded a Prize to the ineligible person. Payment of the Prize value to the Promoter may be required by the Promoter if this occurs.
8. Winners are responsible for ensuring their correct personal information and contact email address are provided to the Promoter and any updated details are notified to the Promoter as soon as practicable. The Promoter accepts no responsibility should an Entrant fail to receive their Prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
9. The Promoter does not warrant that third party service providers including without limitation social media providers necessary for the Promotion will be available or the Prize will be available at all times during the Promotion Period.

10. Any costs associated with accessing third party services providers including without limitation social media platforms are the Entrant's responsibility and may be dependent on the internet service provider used.
11. The Promoter may, in its reasonable discretion, declare any Entrant or winner invalid and/or reclaim a Prize if the Entrant/winner:
 - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another Entrant or potential Entrant of, or anyone else associated with, this Promotion; and/or
 - (b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or
 - (c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
12. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including, without limitation, an Entrant's identity, age and place of residence). Errors and omissions may be accepted or rejected at the Promoter's reasonable 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.
13. Entries must not contain any material which is, in the opinion of the Promoter, offensive, insulting, defamatory, inappropriate, obscene, unsuitable, scandalous, infringing content, rude or otherwise objectionable. The Promoter reserves the right, in its sole discretion, to reject any entries which do not comply with these Terms and Conditions and will not provide any notification nor reasons for rejection. Entries that do not comply with these Terms and Conditions of entry will be deemed invalid and are not eligible to win.
14. If this Promotion 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 reasonable discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
15. It is a condition of accepting the Prize that the Entrant must comply with all the conditions of use of the Prize. The Entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter in their reasonable discretion, including but not limited to a legal release and indemnity form. The Prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the Prize as stated.
16. The Promoter may communicate or advertise this Promotion via social media platforms (**Platforms**) including, without limitation, Facebook, TikTok and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Promoter and not to the Platforms.
17. If a Prize is unavailable for any reason, the Promoter reserves the right to substitute another Prize of equal or greater value for that Prize, or element of it, subject to the approval of any relevant authority (where applicable).
18. Entrants are advised that tax implications may arise from accepting the Prize and they should seek independent financial advice prior to acceptance of that Prize.
19. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**).
20. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability 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, 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, unauthorised access or third party interference;
 - (c) any entry 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 prize value to that stated in these Terms and Conditions;
 - (e) the completeness, correctness or accuracy of any information provided for the purpose of or in connection with the Promotion,
 - (f) any tax liability/implications incurred by an Entrant; or
 - (g) use of a Prize,

except to the extent the Promoter has caused such liability.

21. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.
22. The Promoter reserves the rights to:
 - (a) terminate, change or otherwise deal with the Promotion at any time in its reasonable discretion without prior notice and/or
 - (b) amend the terms of the Promotion if all or part of the Promotion and/or terms are or are likely to be considered a breach of any applicable laws or regulations in any of the countries in which the Promotion is run.
23. In participating in the Promotion and accepting the Prize, each winner may be requested to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (Material). Each winner agrees to granting the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such Material in all media worldwide, including, without limitation, online social networking sites, and the winner will not be entitled to any fee for such use

DELIVERY

24. The Promoter will make reasonable efforts to provide the Prize to the bank account provided by the winner. The winner is responsible for providing accurate bank account details. The Promoter accepts no responsibility for any delay or inability to transfer the Prize arising from incorrect or incomplete banking information provided by the winner.
25. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for Prizes that are stolen or misdirected.

PERSONAL INFORMATION

26. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and address. The Promoter may disclose Entrants' personal information to the Promoter's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.
27. The Promoter will otherwise handle Entrants' personal information in accordance with its Privacy Policy which can be accessed at <https://noumi.com.au/wp-content/uploads/Privacy-Policy.pdf>.
28. Entrants consent to the Promoter using their name, likeness, image and/or voice, along with the winning posted image, in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. All entries become the property of the Promoter.
29. Entrants' details may be used for future promotional and/or marketing activities carried out by the Promoter. Entrants can request not to receive this information by contacting the Promoter or unsubscribing from email communications. The Promoter may continue to provide Entrants with information for an indefinite period unless and until advised otherwise by the Entrant.
30. The Promotion and these Terms and Conditions will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
31. Entrants may request access to their personal information and/or update their personal information or lodge a complaint to the Promoter's Privacy Officer via the following process:
 - correspondence by email to privacyofficer@noumi.com.au