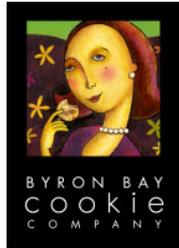


“BYRON BAY COOKIE COMPANY (PROMOTER)” “BYRON BAY LUXURY FOODIE ESCAPE COMPETITION” (PROMOTION)

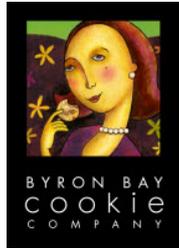
TERMS AND CONDITIONS

1. The following Terms & Conditions pertain to Byron Bay Cookie Company's *Byron Bay Luxury Foodie Escape Competition* (“**Promotion**”)
2. The Prize has two components:
 - a) A Luxury Foodie Escape for 2 in Byron Bay;
 - b) The chance to see a Byron Bay Cookie flavour come to life.
3. Information on how to enter and the Prize forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
4. Promotion commences on 3 February 2018 at 12:00pm AEST and final entries close at 11:59pm AEST on 30 September 2018 (“**Promotion Period**”).
5. Entry is only open to Australian residents aged 18 and over who have received a specially identified Byron Bay Cookie Company snack box whilst flying on selected Qantas domestic flights during the Promotion Period. Individuals must have a valid Instagram or Facebook account in order to submit an entry.
6. Employees (and their immediate families) of the Promoter, agencies and partners associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
7. To enter, individuals must refer to the instructions printed inside their specially identified Byron Bay Cookie Company Snack Box, as outlined below:
 - a) Follow @byronbaycookies on Instagram OR Facebook;
 - b) Post a photo of their Byron Bay Cookie Company Snack Box on Instagram OR Facebook tagging @byronbaycookies with hashtag #tasteofbyron;
 - c) Comment on their photo by telling us in 25 words or less what new Byron Bay Cookie flavour they would like the Byron Bay Cookie Company to create.
8. Multiple entries are permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. The entrant with the most creative entry will win a luxury foodie escape for 2 in Byron Bay, valued at up to \$3,800, the retail value of which will depend on date and exact point of departure. Prize includes:
 - a) Return Qantas economy flights for 2 adults to Gold Coast airport from the winner's nearest city where major domestic flights depart to Gold Coast airport, QLD, as determined by the Promoter in its absolute discretion. The Promoter may not provide flights to the winner & their

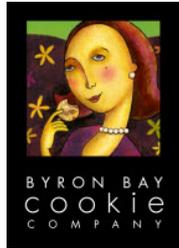


guest, if the winner resides within a sufficiently close location to Byron Bay to not warrant flights. In such a case, the Promoter may instead at its discretion award alternative return transport to the winner and their guest, from the winner's place of residence to Byron Bay. However, the Promoter is under no set obligation to award any such transportation;

- b) Hotel transfers for 2 adults via shuttle bus from Gold Coast Airport to The Byron at Byron Resort & Spa, valued at \$37 per person each way (only awarded if the prize includes flights as outlined above);
 - c) 2-night stay for 2 adults at The Byron at Byron Resort & Spa in a superior suite including breakfast, valued at \$1,234 per night. Subject to room availability. Total retail value of \$2,468 (retail value fluctuates based on the season);
 - d) Lunch for 2 at Three Blue Ducks' restaurant at The Farm in Ewingsdale, valued at \$150, awarded to the winner by the Promoter via electronic gift voucher which will be sent to the winner's email address. The winner will be responsible to contact the restaurant to check availability at the time of travel and make booking arrangements if necessary;
 - e) Dinner for 2 at Harvest restaurant in Newrybar valued at \$200, awarded to the winner by the Promoter via electronic gift voucher which will be sent to the winner's email address. The winner will be responsible to contact the restaurant to check availability at the time of travel and make booking arrangements if necessary;
 - f) \$500 spending money, awarded to the winner via a prepaid EFPTOS gift card to be mailed to the winner's address.
10. Travel itinerary will be determined by the Promoter in its absolute discretion. All travel is subject to availability at all times and may be dependent on select seat class with the airline or specific room category availability with accommodation partner.
11. Travel is valid until 2 October 2019. Block out periods include all Australian School & Public Holidays along with all other special event periods, such as, but not limited to, Easter, Christmas, Bluesfest and Splendour in the Grass.
12. All bookings must be made a minimum of 45 days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via the Promoter or the Promoter's nominated travel agency. Redeeming the prize is conditional on acceptance of the terms and conditions of the nominated travel agency and the airline carriers in accordance with normal travel practices.
13. Frequent flyer points will not be awarded and do not form part of the prize.
14. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

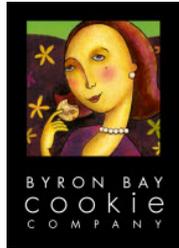


15. The winner may be required to present their credit card at check in.
16. Prize is subject to the standard terms and conditions of individual prize and service providers.
17. The winner and his/her travel companion must depart from and return to the same departure point and travel together.
18. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
19. The prize is not refundable or transferable.
20. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, transport to and from departure point, additional transfers and taxis, items of a personal nature, in-room charges and all other ancillary costs which are not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred.
21. It is the winner's responsibility to organise transport to/from the airport departure/return point.
22. Prize winner and travel companions must have valid travel insurance for their period of travel, and must obtain this at their own cost.
23. The Prize also includes the chance for the winner to see their suggested Byron Bay Cookie flavour come to life. It is at the Promoter's ultimate discretion to develop the winner's suggested cookie flavour or not. The winner also acknowledges that the Promoter is under no obligation to consult the winner in relation to any aspect of the product development process, nor in relation to any commercial decisions regarding the new product, should the Promoter decide to launch the new flavour. The winner also acknowledges that he/she won't be compensated in any way shape or form, should the Promoted decide to launch the new flavour to market. The Promoter will remain the owner of the intellectual property associated with the development of a new cookie flavour, should the Promoter decide to launch the new flavour to market.
24. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. Incomplete or indecipherable entries will be deemed invalid.
26. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.



27. The Promoter will select one (1) winning entry amongst all eligible entries received via Facebook or Instagram, based on its creative merit, on 2 October 2018 at approx. 12:00PM AEST. The Promoter reserves the right to post the winning entry on their Facebook page and Instagram account by sharing or regramming the winner's post and tagging the winner in the process.
28. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the creative merit of the entrant's post. The Promoter's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into. The winner will be notified by the Promoter via a Facebook private message OR via and Instagram direct message within seven (7) days of the winner being selected, and will be sent instructions on how to redeem their prize. If a winner does not respond to the Promoter's Facebook or Instagram post/message within seven (7) days of being contacted, that winner will be deemed to have forfeited their prize and the Promoter reserves the right to judge additional reserve entries in order to determine a winner and award the Prize. The Promoter is under no obligation to award any unclaimed prize.
29. Entrants and the winner acknowledge that the Prize is only valid within 12 months of the winner being selected ie. until 2 October 2019.
30. If the Promotion attracts an insufficient number of eligible entries, or if an insufficient number of eligible entries are deemed by the Promoter as having enough creative merit, the Promoter reserves the right to cancel the Promotion altogether and withdraw from awarding the Prize.
31. The Prize cannot be modified and must be taken as it is. The Prize is not transferable or exchangeable and cannot be taken as cash.
32. When an entrant submits any materials via the Promotion including Facebook or Instagram comments/messages, recordings and images ("**Content**"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

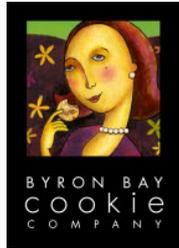
Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication; (b) they will obtain



prior consent from any person or property that appears in their Content; (c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

33. Entrants consent to the Promoter using their name, likeness, image and/or voice 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.
34. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in their sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
35. Any cost associated with this Promotion and the redemption of the prize is the entrant's responsibility. The costs associated with obtaining a specially identified Byron Bay Cookie Company Snack Box is the entrant's responsibility. The cost associated with accessing the Internet is also the entrant's responsibility and is dependent on the Internet service provider used.
36. 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 State 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 their 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 and related to the prize.
37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) is not responsible for and exclude 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: (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 or prize



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; or (d) any variation in prize value to that stated in these Terms and Conditions.

38. As a condition of accepting the Prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
39. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter whose Instagram account is being used for the purposes of this competition. All entries become the property of the Promoter.
40. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Policies which can be viewed at <http://www.facebook.com/policies>, OR the Instagram Platform Policy, which can be viewed at <https://www.instagram.com/about/legal/terms>.
41. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter via cookie@cookie.com.au and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use/consumption of a prize), except for any liability which cannot be excluded by law.
42. The Promoter is Byron Bay Cookie Company (ABN 97 164 040 546), of 6 Brigantine Street, Byron Bay NSW 2481.