

a2MC Daigou WeChat Sales Promotion

Trade promotion T&Cs – Game of Skill

TERMS AND CONDITIONS OF ENTRY

1. **Promotion:** These Terms and Conditions constitute the terms of entry into the a2MC Daigou WeChat Sales Promotion (**Promotion**). By entering into the Promotion, Entrants agree to, and accept, these Terms and Conditions.
2. **Promoter:** The Promotion is conducted by The a2 Milk Company Limited (ABN 97 769 415 292) of Level 4/182 Blues Point Rd, McMahons Point NSW 2060, Australia (**Promoter**).
3. **Eligibility:** Entry is open to all individuals (each, an **Entrant**) who satisfy each of the following eligibility criteria:
 - (a) Must be a daigou who ships Participating Products (see Table 1 below) directly from Australia to China;
 - (b) Must be a permanent resident of Australia;
 - (c) Must be aged 18 years and over at the time of entry; and
 - (d) Must have a current WeChat account,provided that employees, directors, officers, managers and other staff (and their immediate families) of the Promoter and its related bodies corporate, or of the agencies and companies associated with this Promotion (together, **Promoter's Associates**) are ineligible to enter this Promotion.
4. **Promotion Period:** The promotional period commences at 12:01AM AEST on Monday, 16 May 2022 and ends at 11:59PM AEST on Monday, 20 June 2022 (**Promotion Period**).
5. **Entry Method:** To enter the Promotion, Entrants must:
 - (a) Sell at least 20 points' worth of Participating Products during the period from 16 May 2022 to 16 June 2022 (inclusive) in accordance with the Point Scoring System described in Table 1 below (**Point Scoring System**):

Table 1: Point Scoring System

Participating Product	Point(s) earned per unit sold
a2 Platinum® Stage 3 Toddler Milk Drink 900g	2
a2 Platinum® Stage 4 Junior Nutrition Drink 900g	2
Smart Nutrition® 750g	2
a2 Milk® Instant Milk Powder 1kg (Full Cream and Skim)	1

- (b) Access the website at <https://wj.qq.com/s2/10170173/0175> (**Website**); and
- (c) Complete and submit a valid online entry form via the Website, which includes providing details of the Entrant's full name and WeChat ID, providing a receipt showing the Entrant's purchase of the Participating Products from a supermarket, pharmacy or distributor and uploading the shipping forms which reference the name and unit quantity of the Participating Products sold into China, the period during which the Participating Products were sold, and the seller of the Participating Products (in a manner from which it can be determined that the Entrant is the seller of the products) (**Entry**).

6. Entry Conditions:

- (a) The Promoter may, in its sole and absolute discretion, deem any incomplete, indecipherable or ineligible Entry invalid.
- (b) Entrants must enter the Promotion using their own name and WeChat ID and must provide correct personal details. The Promoter may deem any Entry invalid if the Promoter considers, in its sole and absolute discretion, that the Entrant has provided incorrect, misleading or fraudulent information.
- (c) The Promoter reserves the right, at any time, to request that an Entrant promptly provide identification (including but not limited to proof of identity, proof of age and proof of residency) to verify the Entrant's identity, age, residential address, eligibility to enter and participate in the Promotion and to claim a relevant Prize. If an Entrant refuses to produce that proof, or does not produce that proof, to the satisfaction of the Promoter (in its sole and absolute discretion), the Promoter may deem the Entrant ineligible to participate in the Promotion.
- (d) Each Entrant acknowledges that entry into this Promotion and the use of the WeChat for the purposes of this Promotion is subject to the terms and conditions of use of WeChat.

7. Number of entries: There is a maximum limit of one Entry per Entrant. The Promoter may deem any entry submitted by an Entrant invalid if it considers, acting reasonably, that the Entrant has attempted to submit more than one Entry into the Promotion.

8. Prizes: There are 500 prizes to be won, comprising the following (each, a **Prize**):

Major Prizes

- **Major Prize 1:** Hermès Lindy Bag x1 (Value: A\$11,845)
- **Major Prize 2:** Macbook Pro (14" M1 MAX - 32 core GPU) x9 (Value: A\$4,949.00 per unit)
- **Major Prize 3:** DJI drone (Mavic 3) x10 (Value: A\$3,099.00 per unit)
- **Major Prize 4:** iPhone 13 Pro Max (256 GB) x10 (Value: A\$2,019.00 per unit)
- **Major Prize 5:** Hermès belt (H belt buckle & Reversible leather strap 32mm) x20 (Value: A\$1,180.00 per unit)
- **Major Prize 6:** Breville Coffee machine (The Barista Express Coffee Machine Stainless Steel) + Seven Seeds Coffee beans voucher x30 (Coffee machine value: A\$799.00 per unit; Coffee beans voucher value: A\$200.00 per unit)
- **Major Prize 7:** Two cartons of 6x a2 Platinum® Stage 3 Toddler Milk Drink 900g x40 (Value: A\$403.20 per unit)

- **Major Prize 8:** One carton of a2 Platinum® Stage 3 Toddler Milk Drink 900g x80 (Value: A\$201.60 per unit)

Participation Prize

- **Participation Prize:** One Woolworths A\$10 gift card x300 (Value: A\$10 per unit)

The total Prize pool value is approximately A\$196,392.00.

9. Determination of Winners:

- (a) All Entries will be judged by representatives of the Promoter on Friday, 24 June 2022, at the Promoter's premises at Level 4/182 Blues Point Rd, McMahons Point NSW 2060, Australia.
- (b) In respect of Entries from Entrants who have earned at least 20 points but less than 50 points in accordance with the Point Scoring System, the Promoter will award Participation Prizes to the first 300 such Entrants who submit their Entries on the Website (**Participation Prize Winner**).
- (c) In respect of Entries from Entrants who have earned 50 points or more in accordance with the Point Scoring System, the Promoter will determine the allocation of Major Prizes to the relevant individuals (**Major Prize Winners**) as follows:
 - (i) First, the Promoter will identify each such Entrant who has met the Minimum Points Threshold for a particular Major Prize set out in column 1 of Table 2 below (**Qualifying Entrant**); and
 - (ii) Next, the Promoter will have regard to the number of Major Prizes available at that Minimum Points Threshold level set out in column 3 of Table 2, beginning with Major Prize 1 and working down to Major Prize 8 in column 2 of Table 2, will allocate those Major Prizes as follows:
 - (A) If the number of Qualifying Entrants is equal to the number of Major Prizes available at the relevant Minimum Points Threshold level, then each of those Qualifying Entrants will be awarded the relevant Major Prize at that Minimum Points Threshold level;
 - (B) If the number of Qualifying Entrants is less than the number of Major Prizes available at that Minimum Points Threshold level, then the Promoter will award only as many of those Major Prizes as Entrants who have met the relevant Minimum Points Threshold. The remainder of the Major Prizes at that Minimum Points Threshold level will not be awarded as part of the Promotion; and
 - (C) If the number of Qualifying Entrants exceeds the number of Major Prizes available at that Minimum Points Threshold level, then the Promoter will award the relevant Major Prizes to the Qualifying Entrants in descending order from highest scoring to lowest scoring, until all the Major Prizes available at that Minimum Points Threshold level have been allocated. The remaining Qualifying Entrant(s) who have not yet been allocated a Major Prize at the end of this process will then be considered Qualifying Entrants at the Minimum Points Threshold level immediately below that Minimum Points Threshold level.

Example: If A obtains 600 points, B obtains 550 points, and C obtains 500 points, then A will be awarded Major Prize 1, and B and C will each be awarded Major Prize 2.

Table 2: Qualifications for Major Prize Winners and Number of Prizes

Minimum Points Threshold	Major Prize	Number of Prizes Available
500 points	Major Prize 1	1
400 points	Major Prize 2	9
300 points	Major Prize 3	10
250 points	Major Prize 4	10
200 points	Major Prize 5	20
150 points	Major Prize 6	30
100 points	Major Prize 7	40
50 points	Major Prize 8	80

- (d) The Promoter reserves the right to re-allocate any Major Prize by awarding it to the next highest scoring Entry from an Entrant who qualifies for that particular Major Prize in accordance with the above system, in the event that the initial Major Prize Winner ceases to be entitled to, or forfeits, their Prize (e.g. by failing to accept the Prize in accordance with these Terms and Conditions).

10. Notification of Winners:

- (a) The Major Prize Winners and Participation Prize Winners (together, **Winners**, and each, a **Winner**) will each be notified by the Promoter by direct message on WeChat on Monday, 27 June 2022.
- (b) Each Winner must confirm acceptance of their Prize with the Promoter no later than 11:59PM AEST on Monday, 4 July 2022.
- (c) If for any reason the Promoter is unable to contact a Winner, or a Winner does not confirm acceptance of the Prize in accordance with this Clause 10, then that Winner will forfeit their Prize and the Promoter will not provide any alternative (including cash) for the Prize.
- (d) The Promoter takes no responsibility for the Winner's failure to receive notification from the Promoter, for example, due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information.

11. Delivery of Prize: The Promoter will inform each Winner of the process for delivery of their Prize as part of the notification under Clause 10(a).

12. Publication of Major Prize Winners: The Major Prize Winners will be published on WeChat Moments on Monday, 27 June 2022.

13. General Conditions of the Prize:

- (a) The Promoter's decision is final and no correspondence will be entered into.
- (b) Each Winner will only be entitled to one Prize as part of this Promotion.
- (c) Each Winner acknowledges that they are responsible for any ancillary costs associated with acceptance or use of the Prize. This includes any costs associated with accessing any website in connection with this Promotion.
- (d) This Promotion is a Game of Skill. Chance plays no part in determining the winner.
- (e) If any Prize is unavailable for any reason, the Promoter may, in its sole and absolute discretion, substitute that Prize with a Prize of similar or equal value and/or specification.
- (f) Each Prize must be taken as offered and the Prizes cannot be varied, transferred or exchanged, nor can they be redeemed for cash.
- (g) The Promoter reserves the right to invalidate any entry if the Promoter considers, in its sole and absolute direction, that the Entrant has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be waived at the Promoter's discretion. If the Promoter becomes aware after an Entrant has won the Prize that the Entrant has not complied with these Terms and Conditions, the Entrant will have no entitlement to claim and use the Prize, even if the Promoter has announced the Entrant as a winner. In these circumstances and, if so notified by the Promoter, the Entrant will return, refund or otherwise make restitution of the Prize.

14. Publicity: To the extent permitted by law, each Entrant consents to the Promoter using the Entrant's name, likeness, image, location and any other information submitted as part of the entry (including any entry) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting this Promotion (including any outcome), the Promoter and promoting any products manufactured, distributed and/or supplied by the Promoter. For the avoidance of doubt, any use of an Entrant's name, likeness, image, location, content of their entry and any other information submitted as part of the entry by the Promoter during or after the Promotional Period does not mean that the Entrant has been selected as a Winner.

15. Liability:

- (a) To the extent permitted by law, each Entrant agrees not to bring any claim against the Promoter and the Promoter's Associates, and/or indemnifies the Promoter and the Promoter's Associates against any claim that may be made (including any claim made by a third party), in respect of any direct or indirect loss (including special or consequential loss), damage, expense or injury that is suffered or incurred by an Entrant in connection with:
 - (i) any breach of these Terms and Conditions
 - (ii) entry into, or participation in, this Promotion, or acceptance or use of the Prize;
 - (iii) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (iv) any theft, unauthorised access or third party interference;
 - (v) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter); or

- (vi) modification or cancellation of the Promotion.
- (b) The Promoter has no control over communications networks or services and accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

16. Privacy:

- (a) By entering into this Promotion, each Entrant acknowledges and consents to the Promoter (and its related bodies corporate) accessing, collecting and using an Entrant's personal information in accordance with the Promoter's Privacy Policy available at: <https://thea2milkcompany.com/privacy-policy>.
- (b) By entering into the Promotion, each Entrant consents to the Promoter using that Entrant's personal information for the purpose of administering this Promotion, including fulfillment of the Prize, marketing and advertising of the Promotion and publicity of the outcome of the Promotion (such as the announcement of the Winner).
- (c) Entrants acknowledge that the Promoter may disclose an Entrant's personal information to third parties for the purposes of conducting the Promotion (including promotional, marketing and publicity purposes) and delivering the Prize.

17. General Conditions of Promotion:

- (a) The Promoter reserves the right to invalidate any entry if an Entrant is unable to or refuses or fails to take part in any part of this Promotion or where an Entrant or entry is considered by the Promoter, acting reasonably, not to comply with these Terms and Conditions.
- (b) Entrants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with, WeChat. Entrants understand that they are providing their information to the Promoter and not to WeChat. 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 and not to WeChat. To the extent permitted by law, Entrants agree to release WeChat against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred or suffered by the Entrant in connection with their participation in this Promotion.
- (c) If this Promotion is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), COVID-19 (or other pandemic) restrictions, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law, to:
 - (i) modify, suspend, terminate or cancel the promotion, as appropriate; or
 - (ii) invalidate any entry.
- (d) Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

(e) Entrants agree that these Terms and Conditions will be governed by the laws of the State of New South Wales, Australia.

18. Contact: salescompetition@a2milk.com