

PRIVACY POLICY

Fonterra Australia Pty Ltd (ABN 52 006 483 665) (Fonterra Australia) as part of the Fonterra Group (Australia) (**Fonterra**) (together **We** or **Us**) is committed to protecting your personal information. We are subject to and must comply with the *Privacy Act 1988* (Cth) (**Privacy Act**), and must handle the personal information (including sensitive information) that We collect in accordance with the Australian Privacy Principles contained in the Privacy Act. This Privacy Policy applies in relation to the Legendairy Stanhope: Proud People, Proud Community project (**Project**)

This Privacy Policy describes the manner in which We collect, hold, use and disclose, and otherwise handle personal information.

What is personal information?

Personal information includes information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether that information is true or not, and whether it is recorded in a material form or not.

How does Fonterra Australia and Fonterra collect your personal information in relation to the Project?

In the course of the development and delivery of this Project, We may collect personal information from you when you:

- submit an entry to the Project;
- request or make an inquiry about our products or services;
- respond to one of our surveys, promotions or competitions;
- otherwise contact us, either online through our website, by email, mail, phone or in person;
- access or use any of our website services;
- take part in product market testing or trials;
- enter into an agreement to supply or purchase products or services to us; or
- for any other purposes set out in the Project terms and conditions.

We may at times need to collect your personal information from third parties rather than directly from you, including but not limited to when:

- third parties are engaged to provide marketing or promotional services to Fonterra.

What personal information do Fonterra Australia and Fonterra collect and hold in relation to the Project?

The personal information that We may collect about you includes but not is limited to:

- your name and contact details including address, email address and phone number;
- your date of birth;
- your image or that of another individual's image in a submitted photograph;
- information which you provide us in response to one of our surveys, promotions or competitions;
- records of our communications with you; and
- for any other purposes set out in the Project terms and conditions.

Can you deal with us anonymously or using a pseudonym?

Where practical and lawful, you can deal with us anonymously or using a pseudonym, if you wish. However in many instances, if we cannot identify you or if you do not provide us with the personal information we request, then we may not be able to provide you with our products or services, accept your submission to the Project or respond to your inquiries or complaints.

Website Cookie policy

In order to assist with the performance of our website, cookies may be installed on your computer. Cookies are small text files that are placed on your computer by websites that you visit. Cookies are useful because they allow a website to recognise a user's device. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owner of the website.

Most cookies we use on our website collect information about how visitors use the website, for example, which pages visitors go to most often. These cookies do not collect information that identifies a visitor. All information collected by these cookies is aggregated and is therefore used anonymously. Our website also uses cookies to ensure that users of our website are taken to their local version of our website each time they visit. The information these cookies collect may be anonymised and they cannot track your browsing activity on other websites.

Most internet browsers give you the option to reject all cookies, accept all cookies, erase cookies stored on your computer or be notified before a cookie is stored on your computer. However, if you reject or erase the cookies referred to above some of our website features or services will not function properly or may not be fully available. Please refer to your internet browser instructions if you want to find out more about rejecting or erasing cookies.

Use of Personal Information

We use and disclose the personal information We collect for the purposes of the Project and carrying out its business as a manufacturer and distributor of dairy and related products, including but not limited to:

- to enable us to communicate with you in the future about our current or new products or services, including for marketing and promotional purposes;
- analysing market data for the purposes of developing new products and services;
- providing the product or service requested or answering an inquiry;
- addressing complaints or processing refunds in relation to a product or service;
- as part of the asset or share sale of a business or division of Fonterra;
- assessing your job application;
- complying with our legal obligations including for purposes required or authorised by an Australian law or court/tribunal order; and
- technical administration of our website(s).

Disclosure of Personal Information

We may need to disclose your personal information to third parties, some of which may be located overseas, including but not limited to:

- third parties who have been retained by us to help it provide our products or services. For example, We have contracts with third parties to assist it with functions such as mail-outs or assessing applications for the provision of commercial credit by Fonterra; and
- related entities within the Fonterra group internationally (principally located in New Zealand).

Direct marketing and opting-out

If We contact you for the purposes of direct marketing (for example, to promote our current and new products and services), and you do not wish to receive direct marketing communications

from us in the future, you may opt-out at any time at no cost to you. To opt-out, please contact the Privacy Officer via email at Privacy.australia@fonterra.com or call us on 1800 816 773. You may also ask us to stop using and disclosing your personal information for direct marketing purposes.

Data Protection and Management

We take reasonable steps to protect personal information it holds from misuse, interference and loss or unauthorised access, modification or disclosure. We will take reasonable steps to destroy or permanently de-identify any personal information which it holds when it is no longer required for any purposes for which it was collected or for which it may be legitimately used or disclosed.

Access to and Correction of Personal Information

You are entitled to access the personal information which We hold about you subject to certain exceptions set out in the Privacy Act. Access requests should be made to the contact details below. We will need to verify your identity before giving access.

We will take reasonable steps to ensure that the information we collect, hold, use or disclose about a person is accurate, complete and up to date, and relevant for any purpose for which it is used or disclosed. You may ask us to update or correct your personal information if you believe it is inaccurate, incomplete, out-of-date, irrelevant or misleading. We will also need to verify your identity before making any corrections.

If We refuse your request for access or correction We will notify you in writing and explain why and the manner in which you may make a complaint, if you wish.

Complaints

If you believe that We have not dealt with your personal information in a manner that complies with the Privacy Act, please contact us to discuss your concerns and consider how We can better deal with your information. All complaints will be handled in a timely fashion and treated seriously. Complaints should be put in writing to the Privacy Officer at the contact details below.

Fonterra Contact Details

Fonterra Privacy Officer
Fonterra Group
327 Ferntree Gully Road
Mount Waverley VIC 3149
Telephone: 1800 816 773
Email: Privacy.australia@fonterra.com

Obtaining a Copy of the Privacy Policy

A copy of this Privacy Policy will be made available to anyone who requests it and a link to this Privacy Policy will be provided from the websites of all Fonterra companies in Australia. A request for a copy of this Privacy Policy may be made by calling 1800 816 773.

Collection information

Fonterra may also issue privacy statements through its websites or other points of contact and collection which will refer to this Privacy Policy but will also give more specific information about the collection, use and disclosure of personal information being collected at that time (by reference to the relevant circumstances of collection).

Changes to this Privacy Policy

This Privacy Policy may be reviewed and amended from time to time and any changes to this Privacy Policy will take effect from the date of posting on our websites.

Date: 23 November 2017

TERMS AND CONDITIONS FOR PHOTOGRAPH SUBMISSION

These terms and conditions are a legally binding agreement. Submission of your photograph for the design of the community mural in relation to the *Legendairy Stanhope: Proud People, Proud Community project* ("Project") is your express acceptance of these conditions of entry, and you agree to be an Entrant. If you do not agree with any of these Terms and Conditions, you should not submit your photograph.

Entrant Licenses/Releases

The Entrant warrants:

- a) It is solely responsible for obtaining, and has obtained prior to submission of the photograph, any and all releases and consents necessary (including from persons appearing in the photograph) to permit the exhibition and use of the photograph in the manner set forth in these Terms and Conditions without additional compensation;
- b) If any person appearing in any photograph is under the age of majority in their state or territory of residence the signature of a parent or legal guardian has been obtained;
- c) The photograph is the original work of the Entrant and the Entrant has all intellectual property rights (including moral rights) necessary to submit the photograph for the purposes of the Project; and
- d) Where the photograph submitted includes or incorporates the intellectual property rights of a third party, the Entrant has secured all necessary consents, licenses and permissions from that third party to submit the photograph for the purposes of the Project.

By submitting a photograph, all Entrants grant F Fonterra Australia Pty Ltd (ABN 52 006 483 665) ("**Sponsors**") and their designees, any Related Body Corporate, licensees or affiliates (the "Authorized Parties") a non-exclusive, permanent, worldwide license, to edit, reproduce, distribute, display and post the entries online so that viewers may view all competing entries in relation to the Project.

In addition, each Entrant grants to the Authorized Parties a license for use of his/her submission in any media now and hereafter, including but not limited to, print or digital publications and promotions related to the Project. Authorized Parties will not be required to pay any additional consideration or seek any additional approval in connection with such use.

Third Party Releases/Licenses

All Entrants authorise Fonterra to reproduce, distribute, display and create derivative works of the photograph entry in connection with the Project in any media now and hereafter, including but not limited to: print and digital publications, websites, and in exhibits and promotions related to the Project. Entrants authorise the Authorized Parties to reproduce, distribute, display and create derivative works of the photograph entries.

Indemnity

The Entrant will, at all times, indemnify and keep indemnified the Authorized Parties, against any and all claims, liabilities, damages, losses, costs and expenses (including legal costs and expenses) arising out of or relating to or is a consequence of:

- a) any breach or alleged breach of any term, condition or warranty by the Entrant; and
- b) any claims in relation to infringement of any rights of any third party arising in connection with the use of the submitted photographs by or under the authority of the Entrant, including any assignee or licensee of the Entrant.

This indemnity survives the expiration or termination of this agreement.

Limitation of Liability

By participating, Entrants agree to release, discharge and hold harmless the Authorised Parties, and each of their respective partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this project and any related activities. Authorised Parties assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to entries or entry forms; or alteration of entries or entry forms. The Authorised Parties are not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail entry to be received on account of technical problems or traffic congestion on the Internet or at any Web site, human errors of any kind, or any combination thereof, including any injury or damage to Entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this project.

Use of Entrant's Name, Image, Likeness or Voice

Entrants agree that if the submitted photograph is selected to be used in the Project, that the Authorised Parties may use each Entrant's name, photograph, likeness, and voice in any promotion or advertising relating to the Project or future promotions of the mural without compensation or approval.

Right to Cancel or Suspend Project

If for any reason the project is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsors that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this project, the Sponsors reserve the right, at their sole discretion, to cancel, terminate, modify, or suspend the project without compensation to the Entrant. If the Sponsors elect to cancel or terminate the Project, the Sponsors will not retain any rights in the submitted photographs