

Licence Deed

This Deed Poll is made on today's date

in favour of Bega Cheese Limited (ABN 81 008 358 503) of 23 Ridge Street, Bega, NSW 2550 ("**Promoter**").

WHEREAS:

A. The Promoter has conducted a promotion, known as the "Unite with Vegemite" (**Promotion**) in accordance with the Terms and Conditions of the Promotion, which are at Schedule 1 to this Agreement ("**T&Cs**").

B. The Entrant has submitted an entry (**Content**) into the Promotion in accordance with the entry mechanics set out in the "How to Enter" section of the T&Cs.

It is Agreed:

1. In consideration of the Entrant's participation in the Promotion, the Entrant makes the promises and gives the consents contained in this Agreement to the Promoter. The Entrant agrees that they will not receive any remuneration, in any form whatsoever for participating in the Promotion or providing this licence in respect of the Content.

2. In accordance with the specific warranties granted pursuant to the "Entry Content" section of the T&Cs, the Entrant agrees that they are fully responsible for any materials, including the Content, that is submitted by the Entrant as entry into the Promotion. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Entrant warrants the Content is their own original work and does not infringe the rights of any third party.

3. The Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licenseable right to use, reproduce, modify, adapt, publish and display their entry into the Promotion (which shall include the Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, worldwide, without compensation, restriction on use, attribution or liability.

4. The Entrant consents and agrees that that the Promoter may use and exploit the Content in perpetuity to promote itself and its related bodies corporate and its and their products and services, anywhere in the world and via any medium. Provided that the use of the Content is not discriminatory, derogatory or prejudicial to the Entrant.

5. The Entrant agrees not to assert any moral rights in relation to the Promoter's use of the Content. The Entrant consents to the Promoter engaging in any act or omission in relation to the Content (now or in the future) that, apart from this consent, would otherwise infringe any of its moral rights and any

equivalent rights anywhere in the world. This includes any acts or omissions that involve:

- a. a failure to identify the Entrant as the author of the Works;
- b. the false attribution of another person as the author of the Works; and
- c. the derogatory treatment of the Works.

6. The Entrant acknowledges and agrees that they have carefully read this Agreement and fully understand its contents and have entered into it of their own free will.

Schedule 1

Trade Promotion: Game of Chance

Terms & Conditions of Entry UNITE WITH VEGEMITE

These Terms & Conditions of Entry contain important information you need to know about your entry and the Promotion generally. Make sure you read these Terms & Conditions of Entry carefully.

Information about how to enter and the prizes form part of these Terms & Conditions of Entry. If you choose to participate in this Promotion, then you agree that these Terms & Conditions of Entry apply to your entry.

1. PROMOTION	UNITE WITH VEGEMITE (Promotion).
2. PROMOTER	The Promoter is Bega Cheese Limited ABN 81 008 358 503 of 23 Ridge Street, Bega NSW 2550 (Bega, we, our, us, Promoter).
3. PROMOTION PERIOD	The promotion starts at 12:01AM AEDT on 19/11/2024 and closes 11.59PM AEST on 08/10//2025 (Promotion Period). No entries will be accepted after this time.
4. PERMIT/ AUTHORITY NUMBER	N/A
5. WHO CAN ENTER	<p>Entry is open to Australian residents.</p> <p>Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.</p> <p>Employees of our company and its subsidiaries (and their immediate families) and the employees of any agencies associated with this Promotion are ineligible to enter. When we say 'immediate families' we mean spouse (whether married or defacto), child, parent, grandparent, uncle, aunt, sibling, niece, nephew or cousin.</p>
6. HOW TO ENTER	<p>To enter, Eligible Entrants must, during the Promotion Period:</p> <ol style="list-style-type: none">1. visit unitewithvegemite.com.au, follow the links to the unitewithvegemite.com.au website, or scan the promotion QR code and be taken to unitewithvegemite.com.au;2. follow the website prompts to record their own video which must show how the Entrant spreads Vegemite;3. once the video has been recorded the Entrant must input the requested details, review and agree to the information collection statement and Promoter's use of the Content (defined below), then follow the prompts to upload the video to the Promoter's website. <p>If the Entrant does not agree to the information collection statement or Promoter's use of the Content, the Entrant must not upload the video.</p> <p>Once the video has been uploaded to the Promoter's unitewithvegemite.com.au website, Entrants will be prompted to share their video on their own social</p>

	<p>media accounts (Facebook or Instagram) or to their social networks (i.e. via WhatsApp or Messenger). Entrants do not have to share their video for their entry to be valid, sharing is optional only and does not form part of this Promotion.</p> <p>Uploading your video does not guarantee that your video will appear on the Vegemite® microsite. To be clear, not all uploaded videos will appear on the microsite. However, for the avoidance of doubt, all videos uploaded which comply with the entry requirements will be eligible to win a prize.</p> <p>Entrants can only enter in their own individual capacity. Entering under a false name/s may invalidate all entries. Multiple entries under different names may also invalidate all entries at the Promoter's discretion. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and may render all entries submitted by that individual invalid.</p> <p>You can enter as many times as you like provided each entry is submitted separately in accordance with these Conditions of Entry.</p> <p>Entries must be received during the Promotion Period and in accordance with these Terms & Conditions of Entry. Entries will not be accepted in any other way or form or at any other time. Your entry is deemed to have been received when we actually receive it (not when you send it). Incomplete and ineligible entries will be deemed invalid. We'll also invalidate any entry which (in our opinion) breaches these Terms & Conditions of Entry or any other content guidelines published by us as part of the entry process for the Promotion. Once submitted, you cannot alter or delete your entry.</p> <p>Entries received in November 2024 will go into the first draw of the competition.</p>
<p>7. PRIZE(S)</p>	<p>Vegemite branded merchandise packs comprising one (1)x drink bottle, one (1) x cord cap, one (1) x tote bag, two (2) x tea towels, one (1) x VEGEMITE 220g jar and one (1) x set of kids cooking utensils valued at \$185.70 per pack (including GST).</p> <p>There are sixteen (16) merchandise packs to be won.</p> <p>Prizes are limited to one per person, save in respect of entrants residing in South Australia, who will be eligible to win one prize per entry .</p> <p>Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of consideration. The value of each prize is accurate as at the time of preparation of these Terms & Conditions of Entry. We accept no responsibility for any variation in the value of a prize after that date. If a prize is unavailable for any reason, we may substitute it for another item of equal or higher value, subject to any written directions of a regulatory authority. If a winner does not take an element of a prize by the time stipulated by us, then that element of the prize will be forfeited by the winner and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. We accept no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.</p>
<p>8. PRIZE POOL</p>	<p>The total prize pool is \$2,971.20 (RRP, including GST). Any costs not expressly included in the prize description are the responsibility of the winner.</p>
<p>9. WINNER SELECTION & NOTIFICATION</p>	<p>There will be eight (8) random electronic draws conducted for this promotion. The first two (2) valid entries drawn during each draw will each win the prize. Entries close for each draw at 11.59PM AEDT or AEST on the dates specified in the table below. All draws will take place at Anisimoff Legal, G13, 3 Amy Close, Wyong, New South Wales, 2259 at 11AM AEDT or AEST on the dates specified in the table below. Un-drawn entries in each draw will be entered into any subsequent draws. Winners will be notified in</p>

writing within two (2) business days of the draw and will be provided with instructions which they must follow in order to verify their entry, its compliance with these Terms and Conditions of Entry and claim their prize. Upon verification of their entry, winner's details (initial, surname and postcode) will be published on unitewithvegemite.com.au and/or [instagram.com/vegemite](https://www.instagram.com/vegemite) on or around the dates specified in the table below.

Draw	Entries Close	Draw date	Publication date
1	31/12/2024	06/01/2025	13/01/2025
2	31/01/2025	03/02/2025	10/02/2025
3	28/02/2025	03/03/2025	10/03/2025
4	31/03/2025	02/04/2025	09/04/2025
5	30/04/2025	06/05/2025	13/05/2025
6	31/05/2025	04/06/2025	11/06/2025
7	30/06/2025	03/07/2025	10/07/2025
8	31/07/2025	06/08/2025	13/08/2025

The Promoter reserves the right to draw additional reserve entries and to record them (in order drawn) in case an invalid entry or ineligible entrant is drawn as a winner or a winner is unable or unwilling to accept the prize.

The Promoter's decisions are final and no correspondence will be entered into.

10. CLAIMING YOUR PRIZE

Prizes must be claimed by 12:00PM AEDT on 20/11/2025. If you are a prize winner and don't accept or claim your prize by this date, then your entry will be deemed invalid.

An unclaimed prize draw (if required) will be held at the same address as the original draw on 08/09//2025 at 11AM AEDT. Winners of any unclaimed prizes will be notified in writing within 2 business days of determination and their details (initial, surname and postcode) published on unitewithvegemite.com.au and/or [instagram.com/vegemite](https://www.instagram.com/vegemite) by 11/09/2025.

To claim your prize, you must follow the instructions set out in the notification message we send to you telling you that you're a winner. This includes providing verification information regarding your entry, if requested by us. We will make reasonable efforts to contact you, but if you've not claimed your prize by the prize claim date specified below, or we determine that your entry is not in accordance with these Terms & Conditions of Entry, then your entry will be declared invalid, and we may award the prize to the next complete and eligible entry drawn.

11. PRIZE DELIVERY

Once an entrant is deemed valid by the Promoter to have complied with these Terms and Conditions, the Promoter will declare them a winner and will

	<p>deliver the relevant prize no later than 28 days of the winner's entry being verified and accepted.</p> <p>The Promoter takes no responsibility for an incorrect email, mobile number or physical address being provided when entering the promotion or during the verification process, and once dispatched the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way.</p> <p>Winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.</p> <p>If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on our website unitewithvegemite.com.au and/or instagram.com/vegemite by 11/09/2025.</p>
<p>12. ENTRY CONTENT</p>	<p>Entrants agree that they are fully responsible for the content of their entry ("Content"), and for ensuring that the Content complies with these Terms & Conditions of Entry.</p> <p>The Promoter shall not be liable in any way for the Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever.</p> <p>Your entry must be your own original work and must not infringe the rights of any third party. We reserve the right to verify, or to require you to verify, that the entry is your original work. If you can't verify your entry to our satisfaction, your entry will be deemed invalid.</p> <p>We may declare any or all of your entries invalid, and prohibit your further participation in this Promotion, if you:</p> <ol style="list-style-type: none"> a. Submit any image or voice of any other person without that person's express consent. You warrant that if your entry contains any such content, you have obtained the express consent of the relevant person. If the content includes anyone under 18 years of age, you warrant that you have obtained the express consent of that person's parent/guardian; b. Submit any content that contravenes any law, infringes the rights of any person or is obscene, defamatory, discriminatory, offensive or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); or c. Submit any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless you are entitled to do so. If you have any doubts about whether you have the right to include any content (for example, recorded music) then you must not include it. By including any such content in your entry, you warrant that you have the permission of the relevant copyright owner to do so and that this permission allows us to use your entry in accordance with these Terms & Conditions of Entry; d. Submit any content that contains viruses or may cause injury or harm to any person or entity. <p>The Entrant agrees that 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.</p> <p>We may at any time, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry that is within our possession or control without notice to you, or require you by notice to take such action in respect of Content within your possession or control.</p>

	<p>As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, world-wide, perpetual, irrevocable, royalty-free, transferrable and fully sublicensable licence to use, reproduce, modify, adapt, publish and display their entry (which shall include the Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants acknowledge that they may be required to sign a separate licence deed confirming this license. If an entrant is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.</p> <p>The Promoter will contact the entrant if the Promoter selects their content to use in promotional material.</p> <p>By submitting an entry, you consent to and waive any claim or right of action you may in respect of any such dealings with the Content that might otherwise infringe your moral rights (including the rights of attribution and integrity or against false attribution) in respect of the Content. We may copy the Content submitted as part of your entry, cause the Content to be seen and/or heard in public, and communicate the Content to the public, without notice or attribution to you. We may also allow third parties to do these things.</p>
<p>13. SOCIAL MEDIA (IF RELEVANT)</p>	<p>In participating in the Promotion, you must also comply with the terms of use of any social media platform via which we conduct the Promotion.</p> <p>If the Promotion is conducted via the Facebook, Instagram or X platforms:</p> <ul style="list-style-type: none"> (a) You acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or X. (b) You acknowledge that you are at least 13 years of age and if under 18 years old must have parental/guardian approval to enter. (c) You acknowledge that any information you provide in connection with the Promotion is provided to us (as the Promoter) and not to Facebook, Instagram or X. (d) Any questions, comments or complaints regarding the Promotion will be directed to us (as the Promoter), and not to Facebook, Instagram or X. (e) You release Facebook, Instagram or X and their associated companies from all liability arising in respect of the Promotion.
<p>14. GENERAL</p>	<p>We accept no responsibility for any problems or technical malfunction of any communication network or for any 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. We have no control over telephone communications, social media functionality, social media owners, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including (without limitation) any costs incurred.</p> <p>Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.</p> <p>We may declare any or all of your entries invalid, and prohibit your further participation in this Promotion, if you:</p>

- (a) fail to verify your personal details and/or eligibility to enter the Promotion to our satisfaction;
- (b) tamper with or benefit from any tampering with the entry process or the operation of the Promotion;
- (c) submit an entry which in our opinion is not in accordance with these Terms & Conditions of Entry;
- (d) act in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
- (e) engage in conduct in entering the Promotion which in our opinion is unfair or in bad faith, fraudulent, misleading, deceptive, unlawful, wrongful, or generally damaging to the goodwill or reputation of the Promotion and/or us or any prize provider. This includes where you share receipts or product labels to enter the Promotion or where you use multiple names or addresses to register multiple entries.

If requested by us, winners must sign a licence agreement, release, waiver, and/or indemnity in favour of us and all parties involved in this Promotion and/or providing the prize, in a form provided by us, before they participate in the Promotion and/or the prize. If they do not sign that form within the time specified by us, they will not be able to participate and their entry or prize claim will be deemed invalid. If an entrant is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

Entrants consent to the Promoter using their name, likeness, image and/or voice (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.

If requested by us, entrants and winners must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to us and our associated companies and agencies using their name, likeness, image and/or voice in promotional material in any media for an unlimited period without remuneration for the Entrant.

If for any reason any aspect of this Promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, then we may cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries (subject to any written directions from a regulatory authority).

Our decisions in connection with the Promotion are final and no correspondence will be entered into.

You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself .

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 States 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 its 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.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of /taking of a prize.

We and our associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

We may, in our absolute discretion, prohibit an entrant's participation in this Promotion, cancel or suspend a prize, or otherwise cease to provide any prize to a winner, if the entrant or winner is (in our opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish our good name and reputation or our products and brands, or is contrary to law or is otherwise inappropriate.

We accept no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, you agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

We collect personal information in order to conduct the Promotion and may disclose such information to third parties (including agents, contractors, service providers and prize suppliers) for that purpose. We may also use your information for marketing and promotional purposes. See our privacy policy at <https://vegemite.com.au/privacy-policy/> for full details. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

Any part of these Terms & Conditions of Entry which are void or not enforceable by law will be automatically severed from these Terms & Conditions of Entry, where possible, to ensure that the remaining provisions of the Terms &

	<p>Conditions of Entry remain in effect. We may vary these Terms & Conditions of Entry from time to time as required for compliance with law or for the purposes of correcting any error or omission. As such, it is the responsibility of every entrant to ensure that they review these Terms & Conditions of Entry at the time of entry and all other material times.</p> <p>These Terms & Conditions of Entry will be governed by and must be construed in accordance with the laws of New South Wales, Australia, and each of the relevant State authorities.</p>
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