

The Big Difference

Chobani Australia, 18-20 Quality Dr,
Dandenong South VIC 3175

www.chobani.com.au/thebigdifference



Application Terms and Conditions

1. These terms and conditions (“**Terms and Conditions**”) apply to Chobani Pty Ltd’s (ABN 53 096 731 467) (“**Chobani Australia**”) grant program, The Big Difference as further detailed in the Guidelines (“**Grant Program**”).
2. By submitting an Application you agree to be bound by these Terms and Conditions.
3. Capitalised terms in these Terms and Conditions have the following meanings:
 - (a) “**Applicant**” means the organisation that has applied for a Grant;
 - (b) “**Application**” means the content of the online form (including video submission) that an Applicant must complete and submit in order to be considered for the Grant;
 - (c) “**Eligibility Criteria**” means any eligibility criteria for Applicants set out in the Guidelines, as updated by Chobani Australia from time to time;
 - (d) “**Funding Agreement**” means a funding agreement between a successful Applicant and Chobani Australia on terms acceptable to Chobani Australia;
 - (e) “**Grant**” means any funds awarded to a successful Applicant under the Grant Program;
 - (f) “**Grant Webpage**” means the www.chobani.com.au/the-big-difference/;
 - (g) “**Guidelines**” means the document titled “The Big Difference Guidelines” (available at www.chobani.com.au/the-big-difference/) that sets out details of the Grant Program including Eligibility Criteria and the application, consideration and awarding process;
 - (h) “**Intellectual Property Rights**” means all patents, rights to inventions, copyright, trade marks, trade names and domain names, rights in goodwill, rights in confidential information and any other intellectual property rights, whether registered or unregistered and including all applications for, and renewals or extension of, such rights and similar rights which subsist now or in future anywhere in the world.
 - (i) “**Project**” means a project or activity in relation to which an Applicant submits an Application that directly addresses food insecurity and that aligns with the focus areas set out in the Guidelines; and
 - (j) “**Recipient**” means an Applicant that is successful in being awarded a Grant and has entered into a Funding Agreement with Chobani Australia;
4. Applications will only be considered from organisations which meet the Eligibility Criteria and in compliance with the Grant Webpage, Guidelines and these Terms and Conditions.
5. To be eligible for consideration for a Grant, an Applicant must submit its Application in accordance with the submission instructions, including providing details of the Project and all other requirements set out in these Terms and Conditions, the Guidelines, Grant Webpage and the Application, during the timeframe indicate on the Grant Webpage.
6. Applicants are responsible for the Applications they submit, including its content (such as text, images, photos and videos). Each Applicant warrants that:
 - (a) your Application will not be unlawful, fraudulent or could reasonably be considered to be in breach of any Intellectual Property Rights, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, or otherwise unsuitable for publication;
 - (b) you will obtain prior written consent from any person who is reasonably identifiable in the Application before submitting it;
 - (c) your Application does not contain viruses and will not cause injury or harm to any person or entity; and
 - (d) you will comply with all applicable laws and regulations, including those governing copyright, content, defamation, privacy, publicity and the access or use other’s computer or communication systems.
7. Chobani Australia may at any time verify the validity of Applications and Applicants and disqualify any Applicant that does not comply with these Terms and Conditions, the Grant Webpage and the Guidelines. Incomplete or illegible Applications will be invalid at our discretion.
8. Chobani Australia is not responsible for incorrect, incomplete, late or misdirected entries.
9. Decisions as to which Applicant will receive a Grant and the amount of any such Grant is at the sole discretion of Chobani Australia acting reasonably and by reference to the Eligibility Criteria. Correspondence relating to the decision process or the outcome is entirely at Chobani Australia’s discretion.
10. For the avoidance of doubt, Chobani is under no obligation to award any Grants.
11. Successful Applicants will only be awarded the Grant upon entering into a Funding Agreement.
12. A maximum of one (1) Grant per Applicant may be awarded.

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13. By providing information in an Application, Applicants consent to Chobani Australia using and disclosing that information (including to third parties) for the purposes of conducting the Grant Program, reviewing, processing and awarding the Grants and any other matter connected to the Grant Program.

14. As a condition of submitting an Application, each Applicant licenses and grants Chobani Australia, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their Application 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. The Applicant consents to Chobani Australia using their name, likeness, image and/or voice in the event they are a Recipient (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Grant Program, and promoting any products manufactured, distributed and/or supplied by Chobani Australia.

15. Chobani Australia may consult with and/or engage third parties for the purpose of reviewing Applications and conducting due diligence.

16. Chobani Australia is not liable for any additional, incidental, or related costs in connection with entering the Grant Program or being awarded a Grant.

17. If at any time the Applicant believes the Project can no longer be undertaken in the manner described in the Application, the Applicant must promptly advise Chobani Australia to discuss alternative options.

18. Chobani Australia is not liable for any additional costs incurred by the Applicant or any other party associated with the Application, the Project and/or the receipt of a Grant. In the event the total Project costs exceed the forecast amount and/or the notified Grant amount, Chobani Australia is not responsible for or obliged to pay any additional amount.

19. Chobani Australia may promote the Grant Program and report on the Project using information in the Application, additional information and media (including photos and quotes) obtained from the Applicant or otherwise available publicly, to its partners, customers, employees, Chobani Australia representatives and networks, and the community through internal and external communication channels, including but not limited to online and social media.

20. Subject to the rest of this clause 20, the Recipient may acknowledge the Grant Program and Chobani Australia's support of the Project in promotional and similar material however is not permitted to use the Chobani Australia logo or branding unless separate written permission has been obtained. Any proposed publicity (including social media posts, media releases or other promotion) regarding the Grant Program must be submitted to

Chobani Australia for review and approval, which will require a minimum of 10 business days.

21. The Applicant must not do or say anything or cause anyone to do or say anything that may prejudice or be detrimental to or cause damage to the name and reputation of Chobani Australia.

22. While Chobani Australia has taken care in producing the Guidelines, Chobani Australia makes no representations in respect of (and, to the extent permitted by law excludes all warranties in relation to) the accuracy or completeness of the information contained therein. To the extent permitted by law (including under the *Competition and Consumer Act 2010* (Cth)), Chobani Australia excludes all liability whatsoever for any loss or damage, howsoever arising out of reliance, in whole or in part, on the information, except where it is caused by Chobani Australia's fraud, wilful misconduct or gross negligence.

23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any applicable statutory consumer guarantees (including those provided under the *Competition and Consumer Act 2010* (Cth)). Except for any liability that cannot by law be excluded, Chobani Australia (and its respective officers, employees and agents) excludes all liability for any personal injury, loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, resulting from or arising in any way out of the Grant Program, except where it is caused by Chobani Australia's fraud, wilful misconduct or gross negligence.

24. Chobani Australia reserves the right to suspend or terminate the Grant Program at any time. Chobani Australia will notify Applicants of any decision to suspend or terminate the Grant Program and will also publish a notice on the Grant Webpage. The Grant Webpage and/or the Guidelines may be amended or replaced at the discretion of Chobani Australia. Chobani Australia will notify Applicants of any amendment to or replacement of the Guidelines and will also publish a notice on the Grant Webpage. Copies are available upon request by contacting Chobani Australia at bigdifference@chobani.com.au.

25. Chobani Australia is collecting personal information in order to facilitate the Grant Program. This personal information may be shared with other organisations and external industry experts to assist in assessing Applications. If an Applicant gives Chobani Australia personal information about another person, Chobani Australia relies on the Applicant to tell them that it is giving us their details and to let them know about our Privacy Policy. Personal information is handled in accordance with the Chobani Australia Privacy Policy which outlines how to access and/or correct personal information or to make a privacy related complaint. For more information, please visit https://www.chobani.com.au/wp-content/uploads/Privacy_Policy_Chobani.pdf.