

Chobani x Ninja Kitchen – Happiness In Every Swirl Competition - Terms and Conditions

Schedule to Terms & Conditions of entry

Promotion name	Happiness in every Swirl
Eligible States/Territories	All of Australia
Promotion period	The Promotion will be conducted during the following period: • Start: 29th of August 2025 • Conclusion: 5th of September 2025 No entries will be accepted outside this time.
Website address	https://www.chobani.com.au/
Promoter	Chobani Pty Ltd (ABN 53 096 731 467) of 18-20 Quality Drive, Dandenong South, Victoria, 3175.
Eligible entrants	Entry is only open to Australian residents with a valid postal address. Entrants under the age of 18 must obtain their parent or guardian consent prior to submitting their entry and warrant to the Promoter that they have done so.
Details of prizes	The prize/s awarded will be described with the price (RRP) per item: • Ninja Swirl by CREAMi Ice Cream and Soft Serve Maker (\$549.99) • 1 x Chobani Prepaid eftpos card (\$50) • 2 x Chobani Branded spoon (\$3) • 2 x Chobani branded enamel bowls (2 x \$10.60) • 1 x Fit branded cooler bag \$14
Total number of winners	1
Total prize value	The Total prize pool value is \$641.19 All monetary figures in these Terms and Conditions are in Australian dollars, inclusive of GST and based on recommended retail value at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.

Method of entry	To submit an entry, Eligible Entrants must, during the Promotional Period: 1. Follow @ninjakitchenau and @chobaniau on Instagram 2. Tag a friend who loves frozen yogurt, and; 3. Comment your favourite flavour 4. Share to your story for an extra entry An Eligible Entrant will receive one additional entry for sharing the competition post to their Instagram story (where profile is set to public).
Maximum number of entries	Multiple entries permitted, subject to the following: • each entry must be substantially unique; and • each entry must be submitted separately and in accordance with these Terms and Conditions.
How winners are determined	Winners will be selected by chance at random by the Promoter within 7 days of the end of the Promotion Period
Notification of winners	The winners will be notified via direct message by 12th of September 2025

1. **Terms and Conditions and their acceptance:** Information on how to enter this promotion, the prize(s) forming part of this promotion, and other rules governing the conduct of this promotion are set out in these terms and conditions ("**Terms and Conditions**"). Participation and submitting an entry in this promotion is deemed acceptance of these Terms and Conditions.
2. **Ineligible persons:** Employees (and their immediate families) of the Promoter and agencies (and their immediate families) and other third parties (and their immediate families) associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. **Invalid entries:** Incomplete or indecipherable entries will be deemed invalid.
4. **Promoter rights to reject and verify:** Without limiting the Promoter's other rights, the Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe 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 fair and proper conduct of the promotion. Late or misdirected entries, or any other errors and omissions, may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, , to determine the identity of the Eligible Entrant.
5. **Notification of winners:** The winners will be notified at the time and by the method set out in the Schedule. The winner will then be required to contact the Promoter by the time specified in the notification post/message in order to verify their entry and organise acceptance of their prize.
6. **Decision is final:** The Promoter's decision is final and binding, and no correspondence will be entered into.
7. **Forfeited prizes:** If for any reason a winner does not take a prize (or an element of a prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
8. **Unavailable prizes:** If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
9. **Prizes not transferable:** Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
10. **Responsibility for content:** Eligible Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to photographs, audio-visual materials, images, artwork and comments ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Eligible Entrants warrant and agree that: (a) they will not submit any Content that is unlawful or fraudulent, or that is (or the Promoter may deem is) in breach of any intellectual property, privacy, publicity or other rights, or 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) their Content shall not contain viruses or cause injury or harm to any person or entity; (c) they will obtain prior consent

from any person or from the owner(s) of any intellectual property or other property that appears in their Content; (d) the Content is the original work of the Eligible Entrant that does not infringe the rights of any third party or the Content creator's/creator's moral rights pursuant to the *Copyright Act 1968* (Cth); (e) they have the full authority to grant these rights; (f) 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; and (g) all Content is complete, true and correct. Without limiting any other terms herein, the Eligible Entrant agrees to indemnify the Promoter for any breach of the above terms.

11. **Licence to use content:** As a condition of entering this promotion, each Eligible Entrant licenses and grants the Promoter, 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 entry (which shall include 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.
12. **Consent to use:** Eligible Entrant's 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.
13. **Promoter's right to discontinue or modify:** If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated (as determined by the Promoter), including because of technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate (in each case as determined by the Promoter).
14. **Costs:** Any cost associated with submitting an entry or enjoying the benefit of a prize (including accessing the internet) are the Eligible Entrant's sole responsibility.
15. **Non-excludable guarantees:** 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**").
16. **Liability excluded:** 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 the promotion, including where arising in any way out of: (a) any technical difficulties or equipment malfunction (which is outside 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 (which is outside the Promoter's control); (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) taking/use of and/or participation in a prize. The Promoter is not liable for any technical malfunctions of systems, hardware or equipment or any other issues resulting from an Eligible Entrant's submission of an entry into the promotion provided it is outside of the Promoter's control.
17. **Privacy and personal information:** The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI in the form required. The Promoter will also use, and handle PI as set out in its

Privacy Policy, which can be viewed at https://www.chobani.com.au/wp-content/uploads/Privacy_Policy_Chobani.pdf. 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 PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Privacy Act 2020 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 (see the Promoter's Privacy Policy for details).

18. **Third-party platform terms and conditions:** Entry and continued participation in the promotion is dependent on Eligible Entrants following and acting in accordance with the Instagram Terms of Use (which can be viewed at <http://instagram.com/legal/terms/>) and the Facebook Statement of Rights and Responsibilities (which can be viewed at www.facebook.com/terms.php), depending on the method of entry. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook. The information an Eligible Entrant provides will only be used by the Promoter 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 Instagram or Facebook. Instagram or Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an Eligible Entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
19. These Terms and Conditions constitute the entire terms and conditions between each Eligible Entrant and the Promoter with respect to the promotion. The Promoter may alter, modify, or amend these Terms and Conditions at its discretion, if the Promoter reasonably considers that the Promotion is not capable of being conducted as specified.
20. These Terms and Conditions are governed by and are to be construed in accordance with the laws applicable in the state of Victoria, Australia.