Terms and Conditions for Birch and Waite Desserts Gift Card Promotion

A. Definitions

a. End Users are customers of Asian-United Foodservice.

b. Promoter is Birch and Waite Foods Pty Ltd ACN 003 232 844.

c. Qualifying order – an order determined by the Promoter to be within the terms 1 and 2 listed below.

d. Promotion means the Birch and Waite Desserts Gift Card & Asian-United Voucher Promotion.

1. For all sales made by the Promoter to the Promoter Customers during the promotional period between 01/04/2026 and 30/04/2026 existing Birch and Waite terms of sale apply.

2. The following additional Terms apply to sales made under the “Desserts Gift Card Promotion”.

a. Qualifying orders are those placed by End Users between 01/04/2026 and 30/04/2026 for delivery on standard orders.

b. For each Qualifying Order,

    1. if an End User purchases 3x cartons of any 5x Birch & Waite Desserts (Panna Cotta, Crème Caramel, Chocolate Crème, Rice Pudding); and x2 of any x2 Birch & Waite No Melt Jellies (Lime Jelly, Orange Jelly) on a single invoice.

    2. evidence of the Qualifying Order (the invoice or turn in order from Promoter Customer to End User) is uploaded to B&W website page.

    3. a $50 gift card or a $50 Asian-United voucher will be issued to the End User; and

c. During the period of the promotion, a maximum of 2 $50 gift cards or distributor voucher can be claimed by any End User.

d. A maximum of one $50 gift card or Asian-United voucher can be claimed by an End User per invoice.

e. The Promoter has absolute discretion as to whether an order placed by a customer is a Qualifying Order

f. Gift Cards cannot be exchanged, including for cash or rebate from the Promoter.

g. Lost or stolen Gift Cards & Distributor Voucher will not be replaced by the Promoter.

h. Any costs associated with participating in this Promotion is the responsibility of the Promoter Customers.

i. If for any reason beyond the reasonable control of the Promoter any aspect of this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated (including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition) the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; (b) invalidate any claims; or (c) to modify, suspend, terminate or cancel the Promotion, as appropriate.

j. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including liability for 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, but not limited to, where arising out of the following: (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 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 tax liability incurred by a claimant; or (e) participation in the Promotion.

k. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every participant, and no correspondence will be entered into.

3. Gift Card expiry date and exclusions are as disclosed on the gift card and cannot be changed by the Promoter.

4. These terms and conditions are governed by the laws of the state of New South Wales and any disputes will be subject to the non-exclusive jurisdiction of the courts of New South Wales.