

### **Nestlé – OFFER TERMS AND CONDITIONS**

<b>Offer Name</b>	SUSTAGEN® - Money Back Taste Guarantee on SUSTAGEN® Hospital Formula Active and SUSTAGEN® Hospital Formula Active Plus Fibre (“The Offer”)
<b>Promoter</b>	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 trading as: Nestlé Nutrition of 1 Homebush Bay Drive, Rhodes NSW 2138.
<b>Website</b>	www.sustagen.comp.com.au
<b>Offer Period</b>	The Promotion starts at 12.01am AEST on 1 June 2019 and closes at 11.59pm AEST on 30 September 2019.
<b>Offer Restrictions</b>	This claim is open to residents of Australia who are aged 18 years and over (“Eligible Claimant”).
<b>Eligible Product</b>	<p>The Offer is limited to the following products (“Eligible Product”) purchased from any retail outlet that sells the Eligible Products in Australia:</p> <ul style="list-style-type: none"> <li>• SUSTAGEN® Hospital Formula Active</li> <li>• SUSTAGEN® Hospital Formula Active Plus Fibre</li> </ul> <p>For the avoidance of doubt, the following products are specifically excluded from this offer: SUSTAGEN® Classic Red range, KID ESSENTIALS®, SUSTAGEN® OPTIMUM™ and SUSTAGEN® Diabetic.</p>
<b>Claim Method</b>	<p>To be eligible to claim:</p> <ol style="list-style-type: none"> <li>i. The Claimant must purchase an Eligible Product during the Offer Period and use it in accordance with on pack directions;</li> <li>ii. Pick up a claim form in-store <b>OR</b> go to <a href="http://sustagen.comp.com.au">sustagen.comp.com.au</a> to download, print and complete the claim form;</li> <li>iii. Tell us: Why you are not 100% satisfied with the taste of SUSTAGEN® Hospital Formula Active or SUSTAGEN® Hospital Formula Active Plus Fibre and answer a series of questions;</li> <li>iv. Send the completed claim form together with the original purchase receipt to the following address (no postage stamp required) before 15 October 2019:</li> </ol> <p style="text-align: center;">SUSTAGEN® Taste Guarantee Promotion Reply Paid 89014 FRENCHS FOREST NSW 2086.</p> <p><b>Note:</b> The Promoter will only accept claims made on a claim form. Retain product purchased and packaging as they may be required to verify your claim.</p>
<b>Maximum claims permitted</b>	Offer is limited to the cost of one (1) product purchased per household. Based on residential address.
<b>Refund</b>	All valid claims will receive a refund in the form of a cheque for the purchase price paid by the claimant as shown on the purchase receipt attached to their claim.
<b>Delivery</b>	Claimants should allow 6 weeks from the date they post their claim for delivery of their reimbursement.
<b>Additional terms of offer</b>	

**Technical Malfunction:** No responsibility will be taken for late, lost, indecipherable or misdirected claims.

**Liability:** Except for any liability that cannot be excluded by law in relation to supply of products, the Promoter (and their associated agencies) 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 sample offer, 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, unauthorized access or third party interference; (c) any 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.

To the extent permitted by law, the Promoter shall not be liable for any loss, cost, damage, expense, personal injury, death or liability (including, but not limited to direct, indirect or consequential losses) that is suffered or incurred in connection with this sample offer, or any act or omission (whether negligent or not) of the Promoter, and their associated agencies.

**Tampering:** The Promoter reserves the right to verify the validity of all claims received and reserves the right to disqualify any claimant for tampering with the claim process. Any claim not complying with these terms and conditions is invalid

If the sample offer is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the sample offer, as appropriate.

**Verification:** The Promoter reserves the right to request claimants to provide proof of identity and residency at the nominated sample delivery address. Identification considered suitable for verification is at the discretion of the Promoter.

**Privacy:** Claimants' personal information ("PI") will be collected to enable the Promoter to administer this sample offer. The PI of the claimant may be provided to others assisting, including sample suppliers and deliverers, and to relevant authorities. If the PI requested is not provided, the claimant may not participate in the sample offer.

A claimant's PI may be used for further contact if they choose to opt-in to receive further communications at the time of entry. A request to access, delete, unsubscribe, update or correct any personal information should be directed to The Privacy Officer, 1 Homebush Bay Dr, Rhodes NSW 2138, Australia, by phone on 1800 738 238. A copy of our Privacy Policy is available at [www.nestle.com.au/privacy](http://www.nestle.com.au/privacy).

**Rights and Guarantees under Statutory Provisions:** This offer is additional to the consumer rights and guarantees afforded under statutory provisions. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.

**Promoters Decisions:** All decisions of the Promoter are at their complete discretions and are final. No correspondence will be entered into.