

## Shout a Mate Promotion

### Terms and Conditions

<b>Promoter</b>	Sanitarium Health Food Company (ABN 63 096 452 872), 1 Sanitarium Drive, Berkeley Vale NSW 2261.
<b>Offer Period</b>	24/01/2022 to 04/04/2022 or when gift stocks run out, whichever is first.
<b>Who can participate?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't participate?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this offer.
<b>Café</b>	The offer will run in participating cafés where advertising is displayed.
<b>Website</b>	<a href="http://www.shoutamatethealternative.com.au">www.shoutamatethealternative.com.au</a>
<b>Qualifying Purchase</b>	Any coffee made with Alternative Dairy Co milk (i.e. either almond milk, soy milk or oat milk).
<b>Offer instructions</b>	<p>You must, during the Offer Period:</p> <p>(a) make a Qualifying Purchase from a Café; and</p> <p>(b) locate the QR code on advertising inside the Café and scan it with your smartphone to visit the Website, locate the nomination page and fill out and submit the online nomination form, including by nominating a friend (who must be aged 18 or over) and providing their full name and mobile phone number for your friend and all other requested information,</p> <p>to allow your friend to claim a gift.</p> <p>You must only provide the name and mobile phone number of a person aged 18 or over, who has given their implied or express consent to receive SMS message from the Promoter.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of participating in this offer, including having the requisite QR code scanning capability.</p>
<b>Gifts</b>	<p>There are up to 100 gifts available in a Café.</p> <p>Each gift is a small hot brew made with Alternative Dairy Co. Almond Milk, up to the value of \$5 (depending on café purchase price), provided to the friend nominated at the time of participating in the Offer.</p> <p>Any gift recipient must collect their gift from the Café where the original Qualifying Purchase was made.</p> <p>By accepting a gift, your gift recipient accepts these Terms and Conditions.</p>
<b>Gift redemption</b>	All gifts must be claimed by 05/04/2022.
<b>Total gift pool</b>	The total gift pool in a Café is up to \$300.
<b>How many times can I participate?</b>	You can nominate multiple gift recipients and a maximum of one gift recipient per Qualifying Purchase. Each nomination must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the gift recipients be informed?</b>	Gift recipients will receive an SMS with details of how to claim their gift within 30 minutes of the nomination being made.
<b>Collection and use of your personal information</b>	<p>You (as nominator) and your gift recipient must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your gift recipient consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>The Promoter may collect your/your gift recipient's personal information directly or through its agents or contractors. The Promoter will use your/your gift recipient's</p>

	<p>personal information to conduct and manage the offer. The Promoter may disclose your/your gift recipient's personal information to its related companies, agents and contractors to assist in conducting this offer, communicating with you/your gift recipient or storing data.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.sanitarium.com.au/corporate/privacy">www.sanitarium.com.au/corporate/privacy</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
--	--

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gift and how to participate forms part of these Terms and Conditions. By participating, you accept these Terms and Conditions.

#### **Nomination**

- 2 Your nomination must be received during the Offer Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with participating. If you nominate gift recipient/s using automatically generated nominations or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### **Gifts**

- 3 Gifts and all elements of gifts must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gifts are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including the validity period.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.

#### **General**

- 5 If you or your nomination are deemed by the Promoter to breach these Terms and Conditions, your nomination (or at the Promoter's discretion, all of your nominations) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your nomination/s (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 6 You must not:
- (a) tamper with the nomination process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this offer;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for nominations, gift claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 If any dispute arises between you and the Promoter concerning the conduct of this offer or claiming a gift, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this offer is final.
- 9 Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts must be taken as and when specified, or will be forfeited with no replacement. The gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in gift value. You agree that if a gift is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 10 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid gift claim. Every gift claim in excess of the advertised gift pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 11 If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the offer or disqualify affected nominations, subject to any necessary approval by the state/territory gaming authorities.
- 12 The Promoter is not responsible for any tax implications arising from any person receiving a gift. You should seek independent financial advice. If for GST purposes this offer results in any supply being made for non-monetary consideration, you must 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.

#### **Liability**

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gift/s.
- 16 This offer is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.