"NATURE'S OWN PERSONALISED BOTTLE" LIMITED OFFER

TERMS AND CONDITIONS

- Instructions on how to claim and the reward form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
- 2. The Promoter is Sanofi-Aventis Healthcare Pty Ltd (ABN 43 076 651 959) of 87 Yarraman Place, Virginia QLD 4014, telephone (02) 8666 2000.
- 3. Claims are only open to Australian residents aged 18 years or over.
- 4. Employees (and their immediate families) of the Promoter, **Coles Supermarkets** and agencies associated with this offer are ineligible to claim. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 5. Offer opens on 29/05/2024 and final claims close at 11:59pm AEST on 11/06/2024, or once five hundred (500) valid claims have been received, whichever is first ("**Offer Period**").
- 6. To be eligible to claim a reward, individuals must purchase any Nature's Own product from Coles online (https://www.coles.com.au) during the Offer Period. It is the claimant's responsibility to ensure they receive their online purchase receipt if one is not automatically sent to them. For clarity, purchases made in-store at a Coles Supermarket are excluded from this offer.
- 7. To claim, claimants must then visit https://www.naturesown.com.au/water-bottle-giveaway/ follow the prompts to the offer claim page, input the requested details (including first name, last name, email address and mobile phone number), upload a copy of their purchase receipt and submit the fully completed online claim form during the Offer Period, while stocks of the reward last. Offer is strictly limited to the first five hundred (500) valid claims received.
- 8. Only one (1) claim is permitted per person.
- 9. Claimants must retain their Coles purchase receipt, sent to them by email, as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim and forfeiture of any right to the reward. Purchase receipt must clearly specify the Nature's Own product purchased and that the purchase was made during the Offer Period but prior to claim.
- 10. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. 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.

- 11. Incomplete or indecipherable claims will be deemed invalid.
- 12. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
- 13. The first five hundred (500) valid claims received will each be awarded a voucher redeemable for a 1litre, Nature's Own branded, Beysis Olive personalised sustainable drink bottle valued at \$58.90. Once verified, successful claimants will be notified in writing by email and provided with information on how to personalise their drink bottle online. Successful claimants acknowledge that they can only personalise the bottle with a name and that the colour, size, lid and branding cannot be changed.
- 14. The Promoter's decision is final and no correspondence will be entered into.
- 15. If for any reason a claimant does not redeem a reward by the time stipulated by the Promoter, then the reward will be forfeited.
- 16. If a reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the reward with a reward to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 17. Rewards are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 18. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 19. If this 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, including but not limited to 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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the offer, as appropriate.
- 20. Any cost associated with accessing the offer website is the claimant's responsibility and is dependent on the Internet service provider used.
- 21. 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 offer.

- 22. 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: (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 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; (d) any variation in reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the reward.
- 23. The Promoter collects personal information ("PI") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and reward suppliers. Participation in this offer is conditional on providing this PI. The Promoter will also use and handle PI as set Privacy out its Policy. which can be viewed in athttps://www.sanofi.com.au/en/privacy-policy. 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 claimant. The Privacy Policy also contains information about how claimant's may opt out, access, update or correct their PI, how claimant's may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.