

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

<b>Offer Name</b>	NUTREN Money Back Taste Guarantee on NUTREN Diabetes Vanilla flavour 400g, 770g and 200ml bottle (“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>	<a href="https://nutren.comp.com.au/taste">https://nutren.comp.com.au/taste</a>
<b>Offer Period</b>	The Offer Period opens on 12.01am AEDT on 1 December 2021 and closes at 11.59pm AEST on 31 August 2022.  Claims must be received by the Promoter no later than 11.59pm AEST on 15 September 2022.
<b>Offer Restrictions</b>	This claim is open to residents of Australia who are aged 18 years or over (“Eligible Claimant”).
<b>Eligible Product</b>	The Offer is limited to the following products (“Eligible Product”) purchased from any Australian retail outlet (including online) that sells the Eligible Product.  Eligible Product(s): <ul style="list-style-type: none"> <li>• NUTREN Diabetes Vanilla flavour 400g</li> <li>• NUTREN Diabetes Vanilla flavour 770g</li> <li>• NUTREN Diabetes Vanilla flavour 200ml</li> </ul>
<b>Claim Method</b>	The Eligible Claimant must: <ol style="list-style-type: none"> <li>i. Purchase an Eligible Product during the Offer Period and use it in accordance with on pack directions;</li> <li>ii. Go to <a href="https://nutren.comp.com.au/taste">https://nutren.comp.com.au/taste</a> and follow the prompts to complete <i>NUTREN Money Back Taste Guarantee</i> claim form;</li> <li>iii. Tell us: Why you are not 100% satisfied with the taste of NUTREN (Vanilla Flavour) 400g, 770g or 200ml and answer a series of questions;</li> <li>iv. Upload the purchase receipt and submit. Claims must be received by the Promoter no later than 11.59pm AEST on 15 September 2022.</li> </ol> <p><b>Note:</b> The Promoter will only accept claims made on the claim form on <a href="https://nutren.comp.com.au/taste">https://nutren.comp.com.au/taste</a>. Retain original purchase receipt, 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) Eligible 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 Eligible Claimant as shown on the purchase receipt attached to their claim.
<b>Delivery</b>	Claimants should allow 6 weeks from the date they submit their claim for delivery of their reimbursement.

### Conditions of Claim

1. These Conditions of Claim are to be read in conjunction with the Schedule to Conditions of Claim. To the extent that there is any inconsistency between the Conditions of Claim and the Schedule to Conditions of Claim, the Schedule prevails.
2. Information on how to submit a claim form part of these terms & conditions. Any claim not complying with these Conditions of Claim and Schedule to Schedule to Conditions of Claim is invalid.
3. **Standard claim restriction:** Employees, agents, successors, and assignees of Promoter, its advertising agencies and promotional companies involved in this Promotion, as well as family and household members of same, shall be ineligible to participate in the Promotion and shall be ineligible for any redemption covered herein.
4. **Promotional Period:** The Promotion will take place during the Promotional Period. Any claim that occurs outside this period is invalid.
5. **Receipt of electronic claims:** Claims are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by a claimant or occurring during transmission.
6. **Verification Requirements:** The Promoter may require the claimant to provide proof of identity, age, and residency. Where the Promotion requires the purchase of a product(s), the Promoter reserves the absolute discretion to require any claimant to verify every claim they made during the Promotion period in order to claim a reward. If a claim cannot be verified to the Promoter's satisfaction, the claim will be invalid.
7. **Standard Reward Restriction:** All rewards unless stated to the contrary are not transferable & cannot be converted to cash.
8. **Reward Value:** Reward value is correct at time of printing but no responsibility is accepted for any variation in the value of any award.
9. **Reward Delivery:** Rewards will only be delivered in Australia and each claimant should allow 28 days from receiving your validated confirmation email for delivery of their reward.
10. **Australian Consumer Law:** The claimant should look to the manufacturer of products and provider of services for all warranties. 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.
11. **Tampering:** The Promoter reserves the right to disqualify any claimant for tampering with the claim process. Tampering includes but is not limited to the utilisation of techniques designed to avoid payment of call costs or the making of multiple claims that are not associated with a separate eligible purchase, or submitting a claim which is not otherwise in accordance with these Conditions of Claim and Schedule to Conditions of Claim. Should the Promoter find evidence of tampering by an individual, in addition to declaring any or all claims made by that individual invalid, the Promoter may also preclude that claimant from participation future promotions of the Promoter.
12. **Technical Malfunction:** If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion.
13. **Liability:** The Promoter is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using the reward, except for any liability which cannot be excluded by law.

14. **Disruptive, abusive, unsuitable claims:** The Promoter may determine all claims invalid and/or preclude participation by a claimant if they disrupt, annoy, abuse, act contrary to law or engages in fraudulent misleading and deceptive conduct.
15. **Tax:** Claimants should obtain their own independent financial advice in relation to any tax liability that may arise as a result of their participation in the Promotion.
16. **Promoters Decisions:** All decisions of the Promoter are at their complete discretions and are final. No correspondence will be entered into.
17. **Social Media:** The Promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Instagram or Twitter. Claimants completely release Facebook, Instagram or Twitter from any and all liability relating to the Promotion.
18. **Privacy:** Each claim becomes the property of the Promoter. All details will be held in accordance with the Nestlé Privacy Policy which can be accessed by visiting [www.nestle.com.au](http://www.nestle.com.au) or calling 1800 005 510.