

**TABLE OF PLENTY
KEFIR CASH BACK PROMOTION
TERMS AND CONDITIONS**

1. Instructions on how to claim and the offer form part of these terms and conditions ("Terms and Conditions"). Participation in this Table of Plenty Kefir Cash Back Promotion ("Promotion") is deemed acceptance of these Terms and Conditions. This Promotion is not valid in conjunction with any other offer (including, without limitation, any promotion currently being run by the Promoter).
2. The Promotion is a \$1.50 cash back via electronic bank transfer to each Eligible Claimant who Purchases any 150ml Blueberry or Mango flavoured Table of Plenty Probiotic Kefir from Coles, and who submits an Online Claim Form (with each capitalised term defined below) in accordance with these Terms and Conditions.
3. The promoter is Table of Plenty Australia Pty Ltd ACN 114 285 504 of 27/148 Chesterville Rd, Cheltenham VIC 3192 ("Promoter" or "Table of Plenty").
4. The Promotion commences at 12.00am (AEDT) on Thursday 9th November 2017 and closes at 11.59pm (AEDT) on Friday 1st December 2017 ("Promotional Period") and capped at 5000 units.
5. Purchase of the Participating Product(s) must occur no later than 11:59pm (AEDT) on Friday 7th, December, 2017 and Online Claim Forms (defined below) must be submitted between 12.00am (AEDT) on Thursday 9th November 2017 and 11:59pm (AEDT) on Friday 14th, December 2017 ("Promotional Period").

Definitions

6. For the purposes of these Terms and Conditions:
 - a) "EFT" means an electronic funds transfer to the Australian bank account nominated by the Eligible Claimant (defined below) in accordance with these Terms and Conditions.
 - b) "Gift" means \$1.50 cash back.
 - c) "immediate family member" 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 first cousin.
 - d) "Package Gift" means an EFT to the value of \$1.50.
 - e) "Participating Products" means any 150ml Blueberry or Mango flavoured Table of Plenty Probiotic Kefir from Coles.
 - f) "Participating Retail Store" mean Coles Australian retail stores (VIC/NSW only):

and the Promoter recommends that prior to purchasing a Participating Product, each prospective Eligible Claimant verify with the relevant retailer that the retailer is authorised to participate in this Promotion by Table of Plenty. The Promoter reserves the right to add additional Participating Retail Stores in its absolute discretion.

g) "Purchase" means payment in full.

h) "Cash Back" means an EFT to the value specified in at clause 6d).

i) "\$" is a reference to Australian dollars.

Eligibility and claims

7. To be eligible to claim a Gift, each claimant must:

a) be aged 18 years old or over, or if under the age of 18, have obtained the consent of their parent or legal guardian to enter this Promotion, and be a natural person (and for clarity not a company, reseller, distributor, business or organisation of any description, or an employee of the Promoter, Participating Retail Store or any agency associated with this Promotion, or any immediate family member of such a person);

b) be an Australian resident with an Australian residential address;

c) Purchase outright any 150ml Blueberry or Mango flavoured Table of Plenty Probiotic Kefir ("Participating product"); from any Participating Retail Store during the Promotional Period, subject to clause 17;

d) receive the Participating Product(s) on or before 11:59pm (AEDT) on Thursday 7th, December 2017 ("Promotional Period");

e) during the Redemption Period, visit www.kefircashback.com.au, click on the Promotion page ("Website"), follow the prompts to the online claim form ("Online Claim Form"), and:

- i. input the claimant's requested details, including, without limitation, the claimant's full name, contact telephone number, email address and residential address;
- ii. upload a copy of the original tax receipt in respect of that Purchase;
- iii. complete the EFT section providing the bank account details of the claimant's Australian bank account; and
- iv. submit the fully completed Online Claim Form during the Redemption Period, (each eligible claimant, an "Eligible Claimant" and each eligible claim, an "Eligible Claim").

8. Following submission of an Online Claim Form, a claimant (Eligible Claimant only) will receive an email confirming the success of their claim.

9. All claims may only be made by the actual Purchaser of the Participating Products. Claims or registrations by any other person will not be accepted.

Tax Receipt

10. The Promoter must receive the following from a claimant for their claim to be valid:

a) a legible photo of the original tax receipt for each of the Participating Products Purchased and;

b) if a claimant is unable to provide the original tax receipt at the time of submitting the Online Claim Form, the claim will be ineligible.

11. The Promoter reserves the right to invalidate any claims if a claimant has failed to provide a tax invoice within fourteen (14) days of notification of an invalid tax invoice by the Promoter.

Claim Validity

12. The Promotional Period may be extended at the Promoter's absolute discretion.

13. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age and place of residence, tax invoice and serial numbers) and to disqualify any claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

14. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email, bank account details and address details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of correct details or of a change to those details, or for providing invalid information.

15. Multiple claims are not permitted, and are subject to the following:

a) only one (1) claim is permitted per 150ml Blueberry or Mango flavoured Table of Plenty Probiotic Kefir purchased;

b) only one (1) claim are permitted per household;

and c) each claim must be submitted separately and in accordance with these Terms and Conditions.

Gifts

16. Eligible Claimants will be notified by email to their nominated email address if their claim is deemed valid.

17. Eligible Claimants who made a 150ml Blueberry or Mango flavoured Table of Plenty Probiotic Kefir Purchase as part of an Eligible Claim are entitled to a cash back offer to the value specified in clause 6d) corresponding to the Participating 150ml Blueberry or Mango flavoured Table of Plenty Probiotic Kefir that they Purchased.

18. The Promoter will then issue: an EFT for the value of \$1.50, as applicable, to the nominated bank account provided to the Promoter on the Online Claim Form.

EFT Gifts

19. EFT payments will only be made into Australian bank accounts. If an Eligible Claimant does not hold an Australian bank account, the Eligible Claimant should contact the Promoter directly to discuss whether there are any potential alternative payment options. Without limiting clause 33, the Promoter is not liable for any EFT payment not being made to, or received by, the Eligible Claimant because the Eligible Claimant does not hold an Australian bank account.

20. To receive an EFT, an Eligible Claimant is required to select EFT on the Online Claim Form and to enter their Australian bank account name, Bank-State-Branch (BSB) code and account number.

21. In the event of an entrant providing incorrect bank details, no cashback will be given, and the transaction will not be reversed. No communications will be entered into.

22. Eligible Claimants who have selected to receive their Gift by EFT should allow twenty eight (28) days from the date their claim is deemed valid by the Promoter for the EFT to be made to their nominated bank account, and may need to allow several days thereafter for the funds to clear.

General

23. The Promoter reserves the right to reclaim the Gift from any Eligible Claimant, if the either of the initially purchased Participating Products are returned after the claim has been processed and fulfilled. This clause does not limit or affect the Eligible Claimant's rights with regards to warranties on the Participating Products.

24. If the Gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the Gift with a gift to the equal value and/or specification.

25. The Gift is not transferable or exchangeable and can only be made out to the Eligible Claimant whose name is stated on the tax invoice.

26. If this Promotion 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, to:

a) disqualify any claimant; or

b) modify, suspend, terminate or cancel the Promotion, as appropriate.

27. Any cost associated with accessing the Promoter's website for the purpose of registering a claim is each claimant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion or to receive a Gift.

28. Subject to clause 32, the Promoter (including its 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 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 claim, original purchase documentation or Gift 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 the Gift value to that stated in these Terms and Conditions;

e) any tax liability incurred by a claimant; or

f) any use of the Gift.

29. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which may not be excluded, restricted or modified by agreement. If the CCA or any other legislation implies a condition, warranty or term into the Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Promoter's liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Promoter's election), to the extent it is able to do so:

a) in the case of supply of goods, the Promoter doing any one or more of the following:

i. replacing the goods or supplying equivalent goods;

ii. paying the cost of replacing the goods or of acquiring equivalent goods;

30. Table of Plenty collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to Australian regulatory authorities. Validity of a claim is conditional on providing this information. Table of Plenty may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. Claimants acknowledge that the

information they provide will be collected by or on behalf of Table of Plenty and may be disclosed to other group companies and to third parties that help Table of Plenty deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Claimants should direct any request to access, update or correct information to the Table of Plenty's Privacy Officer at the details provided below. All claims become the property of the Promoter. These Terms and Conditions are deemed to incorporate the Table of Plenty's privacy policy and by entering the Promotion (whether or not as an Eligible Claimant), claimants accept the terms and conditions of Table of Plenty's privacy policy. For further details see the Promoter's privacy policy at <http://www.tableofplenty.com.au/privacy-policy/> Consumer promotion support is available at email: info@tableofplenty.com.au