



Terms and Conditions ANZ

By using this website ("Site"), including purchasing any product from this Site ("Product"), you accept these terms and conditions ("Terms of Use") governing this Site and such Product purchases.

If you do not agree with these Terms of Use, you must immediately cease using this Site.

All content on this Site (including these Terms of Use) is subject to change at any time. Any amendment to these Terms of Use will take effect on the posting of the updated Terms of Use on this Site (however such amendments will not apply to Product purchases you have already made).

1. About our Terms of Use

1.1 The Terms of Use governing this Site consist of:

1.1.1 these terms and conditions; and

1.1.2 our Privacy Policy.

In the event of an inconsistency between the documents listed above, precedence is given to terms contained in the document which is listed first.

1.2 In these Terms of Use:

1.2.1 "we", "us", "our" or "Nutricia" refers to Nutricia Australia Pty Limited 99 076 246 752 (including our employees and agents) and our affiliates and related entities (including their employees and agents) when governed by the laws of Australia; or, Nutricia Limited (NZ Company no. 711745) (including our employees and agents) and our affiliates and related entities (including their employees and agents) when governed by the laws of New Zealand, as applicable; and

1.2.2 "you" or "your" refers to anybody accessing this Site (whether or not a member of this Site).

2. Site is intended for use in Australia and New Zealand

2.1 This Site is intended for the use of Australian and New Zealand residents only and is governed by the laws of New South Wales, Australia (where you are an Australian resident) or New Zealand (where you are a New Zealand resident).

2.1.1 For members of multiple births club, the sites are accessible with restricted access via **mbc.nutriciastore.com.au** (for Australia) and **mbc.nutriciastore.co.nz** (for New Zealand)

2.1.2 For staff account users, the sites are accessible with restricted access via **staff.nutriciastore.com.au** (for Australia) and **staff.nutriciastore.co.nz** (for New Zealand)

- 2.2 You agree to submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia (where you are an Australian resident) or New Zealand (where you are a New Zealand resident) in relation to any dispute about or arising under the Terms of Use.
- 2.3 If you are visiting this Site from outside Australia and New Zealand, we make no representations as to the compliance of our Site with the laws of other jurisdictions.
- 2.4 NutriciaStore reserve the right to automatically close a Customer's account with the Multiple Births Club (**MBC**) at any time after three (3) years have lapsed since the MBC account was opened. The Customer will be required to re-apply to become a MBC member should this account be closed, and NutriciaStore may require the Customer to go through a new validation process on re-application.

3. Registration

- 3.1 Registration to this Site is open to:
 - 3.1.1 parents of multiple birth (twins, triplets, etc.), formula fed babies resident in Australian or New Zealand only. To be eligible for registration, you must provide to our customer service team a letter (on official letterhead) stating the babies' names, date of birth, and that they are being formula fed, and signed by the doctor, registered maternal health nurse, or midwife. We must receive this letter to enable us to open your account - there are no exceptions to this for regulatory reasons – and you must otherwise comply with the requirements of this clause 3; and
 - 3.1.2 employees of Nutricia (or any other person we allow to register from time to time) in Australia and New Zealand, in accordance with any criteria and/or requirements we determine from time to time.
- 3.2 Registration is free but is limited to one account per person.
- 3.3 If you are eligible and would like to register, you must fill out the application form provided by our customer service team, and provide a valid personal email address and (if applicable) the required letter referred to in clause 3.1.1. For any Staff account, a Nutricia email address is strictly required unless exception is granted for the use of a personal email address. The application form and its instructions on how to complete it, and a copy of these Terms of Use and our Privacy Policy, will be sent to you via email upon your request. You will be required to complete the application form in accordance with its instructions.
- 3.4 Once you have returned to us a completed application form, we will review your application. If it is approved we will register you for **mbc.nutriciastore.com.au** or for **mbc.nutriciastore.co.nz** mynutricia.co.nz and send you a username and a password via email for your account. You must ensure that you keep your username and password in a safe and secure place and that you do not disclose them to anyone. You are responsible for all activities which occur under your

username and password. You must immediately notify us of any unauthorised use of your username and password or any other breach of security as soon as you become aware of it. We reserve the right to require you to change your username and password if necessary for security reasons. However, we will not ask you for your password at any time, including via phone or email. If you share a computer with others, please log out or close your browser every time you finish using this Site to prevent others from accessing and using your account. If you have been registered and we believe you have been using an invalid email address, we may request that you re-validate your account.

- 3.5 Subject to these Terms of Use and the technical limitations of this Site, and once you have been registered and provided an account for this Site, you are permitted to:
 - 3.5.1. order Products online through this Site; and
 - 3.5.2. update and maintain your account and user profile.
- 3.6 We reserve the right to refuse or revoke your registration to this Site at anytime without notice and for any reason. Our right to revoke your registration includes the right to close your account and delete or hide all content associated with your account (including your user profile) without notice, subject to record retention policies as set out in our Privacy Policy.
- 3.7 Without limiting clause 3.6 in any way, Nutricia may close your account without notice if we reasonably believe:
 - 3.7.1. it was registered with someone else's email address or with a temporary email address;
 - 3.7.2. it is using proxy IPs (Internet Protocol addresses) to attempt to hide the use of multiple accounts by the same person;
 - 3.7.3. you are not an Australian resident or a New Zealand resident;
 - 3.7.4. your application form, letter referred to in clause 3.1 and/or other documentation required for registration and supplied by you are (or become) incorrect, counterfeit or incomplete; or
 - 3.7.5. you are purchasing Products for anybody else and not just for your own use.

4. Purchasing Products

- 4.1 When you place an order with us to purchase a Product, you are making an offer to purchase that Product for the price notified (including any applicable delivery and insurance charges, and any additional surcharges and taxes) at the time you place the order. No contract for the purchase of a Product will come into existence until your order has been reviewed and accepted by us and we have notified you of such acceptance. An order may be declined where there are reasonable grounds for doing so, for example, the Product is no longer available or if there is an error in the price or the description of the Product listed on this Site. We may also apply a limit to the number of Products you may order (either in a single transaction or over a period of time) and reduce or

decline an order for this reason. You will be notified whether your order has been accepted, reduced or declined as soon as reasonably practicable. You must provide complete and correct details required by us to complete your order. No responsibility will be accepted by us for any delays or refusal in accepting your order where such delay or refusal is caused by you submitting incorrect or incomplete details (including name, email address, etc.) in your order.

- 4.2 When you make an order to purchase a Product you agree to pay the purchase price specified by us at the time of purchase (including any applicable delivery and insurance charges based on the delivery and insurance options selected by you, and any additional surcharges and taxes). If you purchase a Product for delivery to you in Australia, all amounts are stated in Australian dollars and are inclusive of Australian GST. If you purchase a Product for delivery to you in New Zealand, all amounts are stated in New Zealand dollars and are inclusive of New Zealand GST.
- 4.3 You will be required to pay for the Product by the payment methods specified on this Site or otherwise accepted by us from time to time. We will process the transaction upon acceptance of your order. A surcharge may apply for the use of certain credit cards, and where this is the case this will also be notified before your transaction is processed.
- 4.4 We may cancel your order after it has already been accepted if you are suspected of acting fraudulently (such as using a credit card without proper authorisation) or in breach of these Terms of Use. If we cancel your order due to your fraudulent acts or omission or breach of these Terms of Use (including your failure to provide complete and correct details in your order), we may charge you an administration fee to cover our costs of processing and declining your order. While all reasonable endeavours are used to avoid pricing and other errors, inadvertent errors do occur from time to time and your order may also be cancelled after it has been accepted in such circumstances. If there is a delay in shipping your order we will contact you as soon as possible to advise you of the reason for the delay. If this occurs, you may cancel your order at any time prior to when the Product is shipped to you. You may also cancel an order if we are in breach of these Terms of Use. We will not accept any cancellations of orders for change of mind or any other reason not provided for in these Terms of Use to the maximum extent permitted by law.
- 4.5 Products will normally be shipped from our warehouse by the end of the next working day of receipt of your order, unless otherwise noted in the Product description. Any delivery times displayed on this Site or otherwise notified to you are estimates only, based on the information provided by our shipping company. The Product will be delivered to the place of delivery you specify when making your order. Title to and risk in the Product will pass to you upon the later of delivery of the Product to this place of delivery or your payment for the Product. We will not be responsible for any loss or damage to a Product caused by you providing incorrect delivery details or for our compliance with your delivery instructions (for example leaving a Product outside or unattended).

5. Returning Goods and Claims

- 5.1 You must inspect the Goods immediately following delivery to you. Subject to NutriciaStore's obligations under the Australian Consumer Law ("ACL") (for Australia) and the Consumer Guarantees Act ("CGA") (For New Zealand), you may only return a Good for a change in mind with our prior approval. Subject to our obligations under the CGA, the following conditions apply for all Goods returned for a change in mind with our approval:
- 5.1.1. a written return claim must be received by (via email, letter) within five (5) working days after the delivery of the Goods.
 - 5.1.2. the original Purchase Order number and date must be quoted;
 - 5.1.3. on our approval of the written return claim, we or our authorised agent will issue a returns authorisation form and/or number which you must attach to the Goods when returned;
 - 5.1.4. where a Good was originally supplied in a special manufacturer's carton, any return must be made in that original carton. All Goods must also be in their original and unmarked condition, complete with any instruction sheets supplied;
 - 5.1.5. the Customer will be responsible for paying outward and inward freight, transport and/or delivery charges. If not pre-paid by the Customer, the cost of freight, transport and/or delivery incurred by NutriciaStore will be deducted from the amount of any refund or credit we give the Customer, and if no credit is available, then such cost will be invoiced to the Customer and payable by the Customer;
 - 5.1.6. the Good must be returned within 20 days of the date of approval of the return claim by NutriciaStore;
 - 5.1.7. NutriciaStore may charge a reasonable restocking fee; and
 - 5.1.8. NutriciaStore accepts no responsibility for any delays in refunding or crediting your account where such delay is caused by the Goods being incorrectly branded or returned without adequate identification of both you and of the Goods returned.
- 5.2. Subject to our obligations under the ACL (for Australia) and the CGA (For New Zealand), any Good that has been altered or damaged by you cannot be returned.
- 5.3. Subject to our obligations under the ACL (for Australia) and the CGA (For New Zealand), any claim that the Good is defective, damaged, faulty, short delivered or not supplied in accordance with these Terms and Conditions and/or the relevant Purchase Order must be made at the time of delivery or in writing to us within five (5) working days after delivery of the Goods to you. If you fail to make a return claim within this timeframe then, to the extent permitted by law, the Goods will be deemed to have been accepted by you and we will not be liable (and you waive any rights to seek remedies) in relation to any later claim for any damage to, discrepancy or other non-compliance of the Goods.
- 5.4. Any claim for Goods damaged in transit must be accompanied by a photograph of the affected Goods. If you fail to provide photographic evidence of the damaged Goods, to the extent permitted by law, the Goods will be deemed to have been accepted by you and we will not be liable (and you waive any rights to seek remedies) in relation to any later claim for any damage to the Goods.

- 5.5. A signed consignment note and/or proof of delivery note is a legal document and if signed is acceptance that the Goods have been accepted as delivered by the Customer. If you claim that we have not supplied the Goods and the consignment note and/or proof of delivery note has been signed by you and indicates the delivery in question was made, to the extent permitted by law, the Goods are deemed to have been accepted by you and we will not be liable (and you waive any rights to seek remedies) in relation to such claim.
- 5.6. All return claim payments will be made by us using the same payment method used by you for your original order. Where you are claiming that the Goods have been short delivered, we will refund the balance amount paid in respect of the Goods not delivered from the order using the same payment method used by you for your original order.

6. Use of this Site

6.1 You must not use this Site or any of our services:

- 6.1.1 for any reason or purpose which is unlawful, defamatory, harassing, harmful, abusive, invasive of another's privacy or otherwise objectionable;
- 6.1.2 in a manner which would harm or disrupt this Site or any of our services, or any other person's enjoyment of them;
- 6.1.3 to transmit viruses or other things which could damage or disrupt computers or telecommunications equipment;
- 6.1.4 to offend others or harm our business; or
- 6.1.5 to engage in any commercial activity of any form.

7. Content on this Site

- 7.1 While we attempt to ensure information on this Site is accurate and current, the information is not reviewed by medical experts and it may not be appropriate for you and your circumstances. The content on this Site should not be substituted for individual medical advice. You should not use the information contained on this Site to diagnose a health or medical condition or problem, or alter, commence or delay any medical treatment. You should always check with your healthcare professional before relying on any information posted on this Site.
- 7.2 By visiting and using this Site or purchasing a Product, you acknowledge that we have provided you with the following information:
 - 7.2.1 infant and follow-on formula products should be used as directed. Proper use of infant and follow-on formula products is important to the health of the infant. Social and financial implications should be considered when selecting a method of feeding;
 - 7.2.2 introducing partial bottle feeding could negatively affect breast feeding. Good maternal nutrition is important for breast feeding and reversing a decision not to breast feed may be difficult; and

- 7.2.3 breast milk is best for babies - professional advice should be followed before using infant and follow-on formula products.

8. Links

- 8.1 The content on this Site may include links to our associated websites, but also to other third party websites that are not operated by us. We have not reviewed any of the third party websites linked to this Site and are not responsible for those third party websites and their content. We do not endorse any linked third party websites or the products or services that are provided at those sites. The content on the linked third party websites may change over time. You should check the terms and policies of the linked websites. The inclusion of any link or advertisement to any third party website does not imply that we endorse the linked site or the subject matter of the advertisement.
- 8.2 You may share those parts of this Site that are accessible to your friends and contacts (who are not registered) for non-commercial purposes (including via other social networking platforms and personal blogs you use). While you may use **mbc.nutriciastore.com.au** and **staff.nutricastore.com.au**, **mbc.nutriciastore.co.nz** and **staff.nutricastore.co.nz** in the text of any such link, you may not use our logo or any of our other trade marks without our prior written consent. You will not be able to share those parts of this Site that are accessible only to registered users, and you must not provide (or attempt to provide) access to those parts to any other person. You must not frame this Site or represent or imply that any part of this Site belongs to anyone other than us. Hyperlinking to this Site is not otherwise permitted without our prior written permission. If we request you to do so, you will remove any hyperlinks you have created to this Site.

9. Removal of Content

- 9.1 We reserve the right to move, alter or delete this Site, or content on this Site, at any time and for any reason.
- 9.2 If you are unhappy with our service or would like to make a complaint about any content Danone Nutricia puts on this Site, please email us directly.

10. Intellectual Property

- 10.1 The copyright and other intellectual property rights in the contents of this Site belongs to us or our licensors. The copying, redistribution, re-posting, publication, adaptation or alteration of any part of this Site for any public or commercial purposes without our prior written permission is prohibited.
- 10.2 You may use content on this Site for your own personal, non-commercial use, provided all copyright and other proprietary notices are kept intact.
- 10.3 The trademarks, logos, characters and service marks (collectively the "trademarks") displayed on this Site are our registered or unregistered trademarks. Nothing contained in this Site should be

construed as granting any licence or right in and to the trademarks without our express written permission. Your use of the Trademarks and contents of this Site, except as provided in these Terms of Use, is strictly prohibited. You are advised that we will aggressively enforce our intellectual property rights in this Site and its contents to the fullest extent of the law, including seeking criminal sanctions.

- 10.4 Images of people or places displayed on this Site are either our property or third-party property used under licence. The use of these images by you is prohibited unless specifically permitted by these Terms of Use or by specific permission elsewhere on this Site. Unauthorised use of images may violate copyright, trademark, privacy and/or publicity laws as well as communications regulations and statutes.
- 10.5 If you feel Danone Nutricia has infringed your copyright, please email us through the Contact Us page.

11. Product information

- 11.1 This Site offers you the option of viewing information about some of Nutricia's products. If you choose to view this information, you are accepting that we are supplying this information at your individual request for information and education purposes.
- 11.2 Product names, descriptions and labels on this website are of Australian and New Zealand application. You should be aware that some products and brands described on our Site may not be available outside Australia, New Zealand or may be available under different names and in different strengths outside Australia or New Zealand. You should seek further local information in your relevant jurisdiction before purchasing any products described on this site from outside of Australia and New Zealand.

12. Limitations of Liability

- 12.1 To the maximum extent permitted by law, all express or implied guarantees, warranties, representations and other terms and conditions of any kind relating to this Site or its subject matter not contained in these Terms of Use are expressly excluded.
- 12.2 Nothing in these Terms of Use excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the ACL or CGA (as applicable) which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- 12.3 If any guarantee, term, condition or warranty is implied or imposed in relation to these Terms of Use under the AGL or CGA (as applicable) or any other applicable legislation and cannot be excluded (a "Non-Excludable Provision"), and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:

- 12.3.1 in the case of goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired; and
- 12.3.2 in the case of services: the supply of the services again; or the payment of the cost of having services supplied again.
- 12.4 As stated elsewhere in these Terms of Use, the content of this Site should not be substituted for individual medical advice, you should not use the information contained in this Site to diagnose a health or medical condition or problem, or alter or commence any medical treatment, and you should always check with your healthcare professional before relying on any information posted on this Site. To the maximum extent permitted by law, we will have no liability of any kind to you (whether arising in contract, tort including negligence, statute, equity or on any other basis) in connection with your failure to do so.
- 12.5 We accept liability to you for claims under or in relation to these Terms of Use for:
 - 12.5.1 fraud;
 - 12.5.2 misleading or deceptive conduct under the ACL or the CGA (as applicable);
 - 12.5.3 subject to clause 12.3, our liability under a Non-Excludable Provision, including liability under the ACL or CGA (as applicable) for a failure to comply with any warranty or guarantee in relation to the Products;
 - 12.5.4 compensatory damages awarded by a court for breaches of:
 - 12.5.4.1 For Australia: the Privacy Act 1988 (Cth); For New Zealand: the Privacy Act 1993 (NZ);
 - 12.5.4.2 For Australia: the Spam Act 2003 (Cth); For New Zealand: the Unsolicited Electronic Message Act 2007 (NZ); or
 - 12.5.4.3 For Australia: Commonwealth, state or territory anti-discrimination legislation; For New Zealand: New Zealand anti-discrimination legislation; and
 - 12.5.5 any other claim for which we cannot (by law) exclude or limit our liability.
- 12.6 Subject to clauses 12.2, 12.3, 12.4 and 12.5, and to the maximum extent permitted by law, we exclude all liability to you for all claims of any kind (whether arising in contract, tort including negligence, statute, equity or on any other basis) in connection with these Terms of Use or their subject matter
- 12.7 A party's liability to the other party is reduced to the extent that the other party's acts or omissions, or those of a third party, contribute to or cause any such liability.



- 12.8 While we take steps to keep this site free from viruses and other harmful code, we cannot ensure that this is the case. You must therefore use up-to-date security software at all times to protect your computer from such viruses and other harmful code.
- 12.9 While we use reasonable commercial efforts to make this Site available, we do not represent or warrant that this Site will be accessible or available on a timely basis, or that access will be uninterrupted or error free.

13. General

- 13.1 If any provision (or part of a provision) of these Terms of Use becomes void or unenforceable for any reason, then that provision (or part of a provision) will be severed with the intent that the remainder of these Terms of Use will continue to be in full force and effect.
- 13.2 Neither party will be liable for any delay in performing any of its obligations under these Terms of Use if such delay is caused by circumstances beyond the reasonable control of that party.
- 13.3 These Terms of Use constitute the entire agreement between the parties in relation to this Site and any Product, and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between the parties in relation to this Site or the Products.
- 13.4 Your purchase of any Product is conducted electronically and each party agrees that the other may communicate with it electronically for all aspects of any Product purchase, including by sending electronic notices.
- 13.5 The provisions of these Terms of Use which by their nature survive termination or expiry of these Terms of Use will survive termination or expiry of these Terms of Use.
- 13.6 The term "including" when used in these terms is not a term of limitation.