

# Terms of Use

## Introduction

These Terms of Use set out the terms on which you use the websites of Smith's (the "Site"). Smith's means The Smith's Snackfood Company Pty Ltd (ABN 31 057 976 940), Sakata Rice Snacks Australia Pty Ltd (ABN 94 064 157 026), Quaker Oats Australia Pty Ltd (ABN 73 065 540 865), Obela Fresh Dips & Spreads Pty Ltd (ABN 95 154 664 454), Bluebird Foods Limited (Company number 163343), and Obela Fresh Dips & Spreads (Company number 6379834). By accessing and using the Site, you accept that all of these Terms of Use apply.

If you do not agree and accept that all of these Terms of Use apply to your use of the Site, please exit the Site immediately and refrain from using the Site in the future.

These Terms of Use should be read together with our Privacy Policy which explains how we collect, use, disclose and manage your personal information. You can access our Privacy Policy by selecting it at the footer of the Site. This Site and its contents is owned and operated by Smith's. Smith's reserves the right to amend these Terms of Use at any time without notice. We therefore encourage you to check the Terms of Use regularly.

## Applicable Law

For Sites with an ".au" domain, the Terms of Use are governed by and to be construed in accordance with the laws of New South Wales, Australia. You irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia. For Sites with a ".nz" domain, the Terms of Use are governed by and to be construed in accordance with the laws of New Zealand. In the event that any provision of the Terms of Use is held to be invalid, illegal or unenforceable, that provision must to the extent of the invalidity, illegality or unenforceability be ignored and all the other provisions of the Terms of Use will remain in full force and effect.

Smith's makes no representation that the content of the Site complies with the laws of any country outside Australia for Sites with an ".au" domain or any country outside New Zealand for Sites with a ".nz" domain. All rights not expressly granted herein are reserved.

## Links to Third Party Sites & Third Party Advertisements

Smith's assumes no responsibility and accepts no liability for the condition or content of third party websites that may be linked to or accessed from the Site. Except as Smith's may specifically direct otherwise, Smith's does not authorise the content of those third party websites. The Site may also contain third party advertisements, which contain embedded hyper-links to websites operated by third parties. The placement of third party advertisements on this Site does not necessarily constitute the

recommendation or endorsement of Smith's for such goods or services. The third party advertiser is solely responsible to you for any representations or offers made by it, and for any goods or services, which you agree to purchase from those third parties.

### **Competitions and Promotions**

Certain parts of the Site may contain competitions or promotions from Smith's or third parties. The terms and conditions for those competitions and promotions will be specified on the relevant part of the Site from time to time. By entering or participating in the relevant competition or promotion you agree to be bound by the relevant terms and conditions. Notwithstanding any specific terms and conditions, Smith's specifically retains the rights, at any time and without notice, to remove, alter or add to competitions or promotions on the Site without any liability to you.

### **Viral Emails**

This Site may contain a viral component whereby individuals can send emails to their friends via the Site. Individuals who send viral emails via this Site warrant that they will not send these viral emails to people who would not consent to receiving them.

### **Disclaimer and Liability**

This Site is provided on an "as is" basis. While Smith's has used its best endeavours to ensure that the information contained on and accessed through the Site is correct and current at the time of publication, Smith's does not accept responsibility for any error, omission or defect in the information. To the fullest extent permissible by law, Smith's, its affiliated companies and their directors, employees, agents and contractors:

- Do not make any representation, warranty or endorsement of any kind, express or implied, as to the operation of the site, your access to the Site or results of your access, or the reliability, adequacy or completeness of the information, content, materials or products on the Site; and
- Do not warrant that the functions on the Site will be uninterrupted or error-free, that any defects will be corrected or that the server which stores and transmits content to you is free of viruses or other harmful components. Subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, under no circumstances (including but not limited to any act or omission on the part of Smith's, its affiliated companies or their directors, employees, agents and contractors) will Smith's, its affiliated companies or their directors, employees, agents or contractors accept liability for any indirect, incidental, special and/or consequential damages or loss of profits resulting from any use or access, or any inability to use or access the Site, or arising out of or in connection with any goods or services supplied by Smith's.

## **Indemnity**

You agree to indemnify and keep indemnified Smith's, its affiliated companies and their officers, employees, agents and contractors ("those indemnified") in respect of any claim, liability, loss, damage, cost (including legal cost) or expense which those indemnified may suffer or incur as a direct or indirect result of your wilful or negligent act or omission with respect to the your use of the Site (or any part of it) or the violation of these Terms of Use by you, or the infringement by you, of any intellectual property or other right of any person or entity.

## **Intellectual Property & Restrictions on Use of Content**

The Site is subject to copyright under Australian and New Zealand law and, under international treaties, and the laws of many other countries. The Site contains trademarks, intellectual property and copyright protected works which is owned by Smith's, and third parties. Except for the direct purpose of viewing, accessing or interacting with the Site for your own personal use or as otherwise indicated on the website or these Terms of Use, you must not copy, communicate to the public, adapt, transfer, distribute or store any of the contents of the Site, or incorporate any part of the Site into another website without Smith's express consent.

## **Submissions**

Any material you post, send or transmit to us on or via the Site website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, complaints, questions, comments, ideas, suggestions, ratings, graphics, concepts or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you. We reserve the automatic right to use any such material including reproducing, disclosing, publishing or broadcasting it as we see fit and for any purpose.

## **Security**

By using the Site, you agree you will not reverse engineer, decompile, disassemble, damage, disable, overburden, or impair it. You must not attempt to interfere with or disrupt the Site or the servers or networks that host the Site, use data mining, robots, screen scraping or similar data gathering and extraction tools on the Site, or interfere with security-related or other features of the Site. You are prohibited from using the Site to post, send or transmit anything that is infringing, threatening, false, misleading, abusive, harassing, defamatory, vulgar, inflammatory, pornographic or could constitute or encourage criminal conduct or otherwise violate any law. You must not in your use of the Site violate the legal rights of others or collect personally identifiable information about users of the Site.

## **Termination and Cancellation**

Smith's reserves the right in its sole discretion to revise the content of, amend links from, or withdraw access to the Site, at any time without notice. Without limiting the operation of any other Terms of Use herein, Smith's will not be held liable for loss or damage arising from the exercising of these rights. Any indemnities given by you and limitations on Smith's liability will survive such termination.

## **Dispute Resolution**

In the event of any dispute under these Terms of Use, you agree to negotiate in good faith to resolve the dispute. Disputes should be sent to the Smith's Consumer Information Centre in the first instance.

Website: <https://www.smiths.com.au/contact-us>

Post: Level 10

177 Pacific Highway

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Australia

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