

100% Satisfaction or Your Money Back Offer Terms & Conditions ("Conditions of Claim")

Schedule	
Promotion:	100% Satisfaction or Your Money Back Offer on Oli6® Stage 4 Junior Milk Drink
Promoter:	Nuhev Foods Pty Ltd (ABN 57 165 682 799) 10 / 420 St Kilda Road, Melbourne, VIC 3004
Purchase Period	Start Date: 17.11.20 End Date: 11.59pm on December 1, 2020
Claim Period	Start Date: 17.11.20 End Date: last email received on 17.12.20
Eligible claimants:	Claims are open to all persons living in Australia Claims will only be paid into Australian bank accounts
How to enter:	To enter the Promotion, the claimant must complete the following steps: purchase OLl6® Stage 4 Goat Milk Junior Drink product; (a) From any Coles store within Australia which sells the Participating Products ("Participating Venues"), during the Purchase Period ("Qualifying Purchase"); then visit www.Oli6.com.au , and follow the prompts to the Promotion claim instructions (b) Contact customer.service@nuhev.com.au and input the requested details including; upload purchase receipt, provide bank details as requested (for the purpose of receiving the refund); and (c) send the claims request email during the Claim Period.
Number of claims permitted	Limit one (1) claim permitted per household

Terms and Conditions

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that participating in this promotional offer is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise.
2. The Participating Product purchase must be completed during the Purchase Period, and claims must be received during the Claim Period to be eligible for this promotional offer. Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, Participating Venues, of the agencies or companies associated with this Promotion or of the Promoter's retailers, distributors, suppliers and associated companies and agencies are not eligible to submit a claim. "Immediate families" means spouse, partner, parent, guardian, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
4. **Refund Details:** All valid claims received during the Claim Period will receive a refund of the invoice price on the Coles docket for the Oli6 Stage 4 Junior Milk Drink purchased. The refund will be awarded directly to the bank account specified by the claimant via email. Failure by the claimant to provide correct banking details on the claim form may at the Promoter's discretion result in forfeiture of the refund. Claimants must ensure the banking details provided on the claim form are correct to avoid the refund being made to the incorrect bank account.
5. The original purchase receipt for the Qualifying Purchase must be retained as proof of purchase. Claimants must provide the original receipt for their claim into the Promotion to the Promoter, in order to validate their claim. In the event that the claimant is unable to produce the original receipt for their claim, the Promoter may in its absolute discretion, deem their claim invalid and forfeit the claimant's right to the refund.
6. Claimants' personal information will be collected by the Promoter and the Promoter may use this information for future promotional, research and marketing purposes, including contacting the claimant electronically.

7. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is accessible via a direct link from www.oli6.com.au. The Promoter collects personal information about claimants to enable them to participate in this Promotion and may disclose the claimants' personal information to third parties including its contractors and agents and service providers to assist in conducting this Promotion. If the claimant does not provide their personal information as requested, they may be ineligible to enter or claim a refund in the Promotion.
8. The Promoter's privacy policy contains information about how the claimant may access, update and seek correction of the personal information the Promoter holds about them and how the claimant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complain will be dealt with. Personal information collected from claimants will not be disclosed to any entity located outside of Australia.
9. The Promoter accepts no responsibility or liability for any delay or failure by a third party to issue the refund, any delay or failure relating to the refund itself or failure by the third party to meet any of its obligations.
10. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
11. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected claims.
12. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof, the claimant will forfeit the refund in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible for a refund.
13. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
14. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any refund (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
15. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
16. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the refund or acceptance of the refund.
17. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.