

THE ARNOTT'S GROUP USER GENERATED CONTENT AGREEMENT FULL TERMS AND CONDITIONS

Information on the usage rights of User Generated Content that is posted on social media accounts owned or managed by The Arnott's Group form part of these Terms and Conditions. Approving a content request from The Arnott's Group is deemed acceptance of these Terms and Conditions.

Eligibility Criteria

The Arnott's Group will only share content from Social Media Users aged 16 years or over. Content produced by Social Media Users aged between 16 and 18 years old must have parental/guardian approval i.e. the parent/guardian must read and consent to these Terms and Conditions. Parents/guardians may be required by The Arnott's Group to enter into a further agreement as evidence of consent to the sharing of content produced by a minor.

The Arnott's Group reserves the right, at any time, to verify the originality of the content. The Arnott's Group reserves the right, in its sole discretion, to remove from its accounts any content that it has reason to believe has breached any of these Terms and Conditions, or any content which The Arnott's Group believes may harm its corporate reputation or any of its brands.

Failure by The Arnott's Group to enforce any of its rights at any stage does not constitute a waiver of those rights. The Arnott's Group's legal rights to recover damages or other compensation from any offender are reserved.

By approving a content usage request from The Arnott's Group, the Social Media User grants The Arnott's Group and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world at any time. This includes, but is not limited to, the right to display the content or any part of the content in whole or in part in any media, including on social media and digital platforms owned by The Arnott's Group. The Social Media User acknowledges that they will not be entitled to any compensation for this continued use.

General Conditions

Any cost associated with production of content is the Social Media User's responsibility.

As a condition of approving a usage request from The Arnott's Group, the Social Media User must sign any legal documentation required by The Arnott's Group in their absolute discretion, including but not limited to a legal release and indemnity form.

The Arnott's Group collects personal information ("PI") in order to administer this form of publicly sourced content and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, and service providers. Use approved content is conditional on providing this PI.

The Arnott's Group will use, and handle PI as set out in its Privacy Policy, which can be viewed at www.arnotts.com/privacy-policy.

In addition to any use that may be outlined in The Arnott's Group Privacy Policy, The Arnott's Group may, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Social Media User, provided the Social Media User has expressly given permission.

The Arnott's Privacy Policy also contains information about how Social Media Users may opt-out, access, update or correct their PI.

All Content submitted becomes the property of The Arnott's Group. Unless otherwise indicated by The Arnott's Group. The Arnott's Group may disclose personal information to entities outside of Australia (for a list of the countries, see The Arnott's Group Privacy Policy).

The laws of New South Wales, Australia apply to this content acquisition to the exclusion of any other law. Social Media Users submit to the exclusive jurisdiction of the courts of New South Wales.

The Arnott's Group is Arnott's Biscuits Limited (ABN 44 008 435 729) of 24 George Street, North Strathfield NSW 2137 (in Australia) and Arnott's New Zealand Limited (Company No. 208653) of Level 1, 61-73 Davis Crescent, Newmarket, Auckland, 1023, New Zealand (in New Zealand).

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