

WEBSITE TERMS OF USE - CHOBANI

The website located at <https://www.chobani.com.au/> (**Website**) is owned and operated by Chobani Pty Ltd ACN 096 731 467 of 18-20 Quality Drive, Dandenong South VIC 3175 (**Chobani, we, us, our**).

Your access to, and use of the Website is subject to these Terms, as updated by us from time to time without notice and such update will take effect when it is posted on this Website. By accessing, viewing or otherwise using this Website, You agree to be subject to and bound by these Terms.

1. Access

We agree to You accessing the Website and accessing or downloading Content from the Website in accordance with these Terms. You may use the Website solely for Your own lawful, personal and non-commercial purposes. You agree to comply with all rules, laws, policies and regulations relating to Your use of the Website.

2. Website and Content

All Content available on the Website, including (without limitation) any statements, representations and information is of a general nature only. We retain complete discretion regarding the type of Content which will be made available through the Website. All Content available on the Website, including (without limitation) any statements, representations and information is of a general nature only and does not take into account Your personal circumstances. All designs, images and graphics included in the Content available on the Website are used for illustrative and indicative purposes only, and we reserve the right to amend these without notice to You at any time. The Content should not be relied upon as the basis of any decision You make relating to our services or transaction You enter into, or propose to enter into, with us. You should undertake Your own enquiries and seek independent advice before making any decisions regarding the Content. Whilst we will endeavour to keep this Website and the Content up to date and accurate, we cannot guarantee that the Website or Content will always be up to date or accurate.

3. Other agreements

These Terms only govern Your access to and use of the Website and not any other dealing or transaction you may have with Chobani. If You enter into any transaction, or have any other dealings with us (whether via the Website or otherwise), then such transaction or dealings will be governed by the terms of a separate agreement between You and us.

4. Intellectual property

All trade marks on this Website are owned, or used under licence, by us. Nothing contained on this Website should be construed as us granting You any licence or right to use or reproduce any of these trade marks. The Content is protected by copyright laws and is owned, or used under licence, by us. You may view any Content on the Website for the purposes of accessing our Website in accordance with these Terms however you may not otherwise use, reproduce or exploit the Content, any intellectual property in the Content or any other intellectual property accessible on or via the Website without obtaining our prior written consent.

5. Compliance with directions

You agree to comply with all directions or instructions we notify you of from time to time regarding Your access to and use of the Website and any Content (including any notice provided via the Website).

6. Content

You acknowledge and agree not to do any of the following (unless expressly permitted under these Terms or if You have obtained our prior written consent):

- (a) copy, reproduce, replicate, post or redistribute the Content or any portion thereof;
- (b) modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, transfer, sell or re-sell any Content obtained or derived from or through this Website;
- (c) use this Website or the Content for any commercial purpose;
- (d) use this Website in any manner that could damage, disable, overburden or impair this Website;
- (e) use this Website in any manner that may interfere with any other party's use and enjoyment of the Website;
- (f) use the Content on any other website or on a file-sharing or similar service for any purpose; or
- (g) access, monitor or copy any Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.

You agree not to post, upload to, email, transmit, distribute, store, create or otherwise publish through this Website any Unacceptable Content.

7. Submitted Content

7.1. Your obligations

You acknowledge and agree that:

- (a) any Submitted Content uploaded to the Website will not be Unacceptable Content; and
- (b) by uploading Submitted Content to the Website, You personally and on behalf of any subjects, including, without limitation, your child, if applicable, grant to Chobani a Submitted Content Licence for the purpose of illustration, art, promotion, advertising, trade, sale or any other purpose whatsoever. The Submitted Content Licence includes, without limitation, the right to post Submitted Content, or excerpts of Submitted Content, on this Website and websites other than this Website, including, without limitation on any social media, blog or similar website.

If You upload any Submitted Content to this Website, You will not:

- (c) harass, defame, intimidate or threaten another user of this Website or any other person;
- (d) interfere with the rights to privacy of another user of this Website or any other person;
- (e) distribute chain letters, surveys or contests;
- (f) post any material that is defamatory (i.e. disparaging to the reputation of an individual or business);
- (g) post any material that is obscene or indecent;
- (h) post any trademarks, logos or copyrighted material without the consent of the owner;
- (i) post any materials that may damage the operation of a computer (such as a virus, worm or Trojan horse); and
- (j) advertise or sell any goods or services.

7.2. Submitted Content - Your child

If the Submitted Content includes any video and/or photographic images or pictures of Your child, You agree that, without limitation, the Submitted Content License includes a grant of an unrestricted right and permission to use, re-use and publish the video and/or photographic images or pictures of Your child, in which Your child may be included intact or in part, composite or distorted in character or form (Images), without restriction as to changes or transformations in conjunction with Your child's own or a fictitious name, or reproduction in colour or otherwise,

made through any and all media now or in the future known for purposes of illustration, art, promotion, advertising, trade, sale or any other purpose whatsoever.

In relation to the Images, You acknowledge and agree that:

- (a) Your permission given is constituted as consent under applicable laws, including Privacy Laws;
- (b) You permit the use of any printed material in connection with the Images;
- (c) You forfeit any right that You, and/or Your child, may have to examine or approve the use of the Images regardless of the form and type, the material that may be used in conjunction with the Images or the use to which they may be applied;
- (d) all persons who appear in any Images have given You their express consent (or if a minor who is not Your child, You must have the permission of their parent or legal guardian) to submit the Images for unlimited, royalty-free use, exhibition and other exploitation in any manner and in any and all media, whether existing now or discovered in the future, throughout the world, in perpetuity (and You agree to provide evidence of such permission in writing if requested by us in our sole and absolute discretion);
- (e) there are no claims for payment of any kind, including, without limitation, for royalties or residuals;
- (f) no persons who appear in any Images has any approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of any Images;
- (g) the grant of the Submitted Content License and all associated rights and permissions are binding on You, and Your child (if applicable), and Your, and Your child's (if applicable), heirs, legal representatives and assigns; and
- (h) You have all of the rights necessary to grant the Submitted Content License and all associated rights and permissions to Chobani, its Associates and Related Entities.

8. Submission of ideas or suggestions

If You have any ideas or suggestions regarding improvements or additions to Chobani's products, services or this Website that You wish to submit to us, You acknowledge and agree to the following:

- (a) any submission will be subject to these Terms;
- (b) any disclosure of any idea or suggestion or related material to Chobani, its Associates or Related Entities will not be subject to any obligation of confidentiality or expectation of compensation; and
- (c) upon submitting an idea or suggestion or any related material to us, our Associates or Related Entities, You:
 - (i) waive any and all rights including, without limitation, intellectual property rights, that You may have in the idea or suggestion or any related material; and
 - (ii) represent and warrant to us, our Associates and Related Entities (as applicable) that:
 - (A) the idea or suggestion or any related material are wholly and originally with You;
 - (B) no one else has any rights in the idea or suggestion or any related material; and
 - (C) we, our Associates and Related Entities are free to implement the idea or suggestion and to use the related material if so desired, as provided or as modified by us, our Associates or Related Entities without having to obtain the consent from any third party.

9. Security

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing us our Associates or Related Entities to disclose the identity of anyone posting any e-mail or other messages, or publishing or otherwise making available any other user-generated content that is believed or alleged (reasonably or not) to violate these Terms of or any applicable laws.

10. Termination

We may at any time and without any obligation to give notice to You:

- (a) temporarily suspend or disable the Website or Your access to the Website (or any part of the Website, including access to any Content); or
- (b) permanently cease operating the Website.

You agree that You cannot make any claim against us for any loss suffered by You as a result of any action taken by us pursuant to this clause 10.

11. Variation

We may, at our sole discretion, vary or modify these Terms by posting the updated Terms on this Website. Any subsequent access to, or use of, this Website by You will constitute an acceptance of those varied Terms. You acknowledge and agree that we may, in our sole discretion, vary or modify the features or functionality of this Website or modify any Content from time to time without any requirement to provide prior notice of the variation or modification to You. It is Your responsibility to regularly check these Terms for any amendments.

12. Links

This Website may contain links to third party websites. These links are provided for convenience only and may not remain current or be maintained. These links do not indicate expressly or impliedly, any endorsement or approval by us of the third party websites or the products, services and information provided on such websites. We are not responsible for the content or privacy practices associated with linked websites. You acknowledge and agree that all access to and use of any such third party websites and use of the website's products, services and information is solely at Your own risk.

13. Privacy

Personal Information collected by us as a result of Your use of the Website will be collected, held, used, disclosed and otherwise managed by us in accordance with Privacy Laws and our privacy policy, which is available here [Privacy Policy - Chobani Australia](#).

14. Cookies

- (a) We generally use cookies to make a record of your visits and track usage patterns. The information we may record includes:
 - (i) your server address;
 - (ii) your top level domain name;
 - (iii) the date and time of access to the Website;
 - (iv) pages accessed and documents downloaded (if any);
 - (v) the previous website(s) visited; and
 - (vi) the type of browser software in use.
- (b) We use this information for various purposes, including:
 - (i) to manage and improve the Website;
 - (ii) statistical purposes; and
 - (iii) to determine whether you have previously used parts of the Website or to identify the pages you have accessed.

Any Personal Information collected by us as a result of our use of cookies will be collected, held, used, disclosed and otherwise managed by us in accordance with Privacy Laws and our privacy policy, which is available here [Privacy Policy - Chobani Australia](#).

- (c) You can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. If You disable cookies on Your browser or device, You may not be able to fully experience all features of the Website.

15. Search capability

You acknowledge and agree that:

- (a) we retain complete discretion regarding if a search function will be made available through the Website;
- (b) we retain complete discretion regarding the form in which such a search function will be made available through the Website;
- (c) where a search function is enabled on the Website, we cannot guarantee that the results provided by that search function are up to date, complete or accurate and we are not responsible for the results provided by the search function; and
- (d) all access and use of a search function when enabled on the Website is solely at Your own risk.

16. Errors and defects

We do not guarantee that access to this Website will be uninterrupted or error free. The operation and functioning of our Website is reliant on our own, and our technology and telecommunications providers, operational processes in respect of computers, computer networks and telecommunications. Disruptions to these processes may result in our Website being unavailable from time to time and You acknowledge that You may not be able to access the Website or any associated accounts or related services during such periods. You must take Your own precautions to ensure that accessing the Website does not expose You to the risk of viruses, malicious computer code or other forms of interference or damage to data, hardware or software which arises in connection with Your use of the Website.

17. Liability

Nothing in these Terms should be interpreted as attempting to exclude, restrict or modify Your rights to make a claim in respect of any consumer guarantees or other applicable provisions of the Australian Consumer Law. If You are a 'Consumer' for the purposes of the Australian Consumer Law and the goods and services which we provide You in respect of Your access to and use of the Website are Non PDH Goods and Services, then our liability to You in relation to any claim relating to Your access and use of this Website and the Content is limited, at our option to:

- (a) the supplying of the relevant services again; or
- (b) the payment of the cost of having the relevant services supplied again.

If You do not access this Website and the Content as a Consumer, then to the extent permitted by law, we exclude all liability for any loss incurred by You, however caused (including by our negligence), suffered by You in connection with Your access and use of this Website and the Content. This clause applies even if we knew or ought to have known that the relevant loss would be suffered.

Subject to the above, and to the maximum extent permitted by law, Chobani and its service providers, Associates, Related Entities, agents and contractors:

- (c) do not makes any representations, warranties or endorsements (express or implied) as to the accuracy, completeness, legality, suitability or reliability of the information contained on the Website and in the Content; and

- (d) will not be liable in any way (including but not limited to liability for negligence) for any loss that You or others may suffer arising out of or in connection with Your use or access of the Website or the Content, or any omissions from the Content.

18. Indemnity

You agree to indemnify, hold harmless and keep us and our Associates, Related Entities, directors, officers, employees, agents and contractors indemnified fully from any claim, action, demand, loss, liabilities, expenses, costs or damages made or incurred by any third party arising out of, or relating to Your conduct, Your use of this Website, Your breach of this Terms, or Your breach of any rights to third parties.

19. Force Majeure

We will not be liable for a failure in the performance of obligations under these Terms by reason of strikes, riots, fire, explosions, acts of God, epidemics or pandemics (including the COVID-19 pandemic), war, governmental action or direction, telecommunications or internet outages or any other cause which is beyond our reasonable control.

20. Overseas access

The Website may be accessed throughout Australia and overseas. We make no representations that the Content or the Website complies with the laws of any country outside Australia. If You access the Website from outside Australia, You do so at Your own risk and are responsible for complying with the laws in the place where You access the Website.

21. General

- (a) You may not assign Your rights or obligations under these Terms.
- (b) If any provision of these Terms is invalid or not enforceable in accordance with its terms, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.
- (c) All terms implied by law, except those that cannot be lawfully excluded, are excluded.
- (d) No provision of these Terms will be construed to the disadvantage of us merely because we were responsible for the preparation of the Terms or the inclusion of the provision in the Terms.
- (e) You must ensure that Your use of this Website complies with all applicable laws and regulations.
- (f) These Terms are governed by, construed and enforced in accordance with the laws in the state of Victoria. You submit to the non-exclusive jurisdiction of the courts of Victoria.

22. Definitions

In these Terms, unless the context requires otherwise:

Associate has the meaning provided to it under the Corporations Act.

Content means any information, material and content on the Website, including without limitation, information, guidelines, handbooks, data, text, designs, images, graphics, materials, audio visual and other content available on the Website.

Consumer has the meaning given in section 3 of the Australian Consumer Law.

Corporations Act means the *Corporations Act 2001* (Cth).

Images has the meaning provided to is under 7.2.

Non PDH Goods or Services means goods or services which, for the purposes of the Australian Consumer Law, are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means the Privacy Act, including the 13 Australian Privacy Principles, and any other applicable privacy legislation.

Related Entity has the meaning provided to it under the Corporations Act.

Submitted Content means any information, material or other content submitted or uploaded to the Website by any person who accesses the Website.

Submitted Content Licence means a non-exclusive, fully paid-up, perpetual, worldwide license in favour of Chobani to use the Submitted Content.

Terms means these terms of use (as varied or updated by us from time to time).

Unacceptable Content means:

- (a) content which, in our reasonably held opinion, is pornographic, obscene, offensive, upsetting, defamatory, illegal or inappropriate, infringes or appears to infringe the intellectual property rights of any person or contravenes or appears to contravene any applicable laws, regulations or codes of conduct;
- (b) content which is incorrect, false, untruthful, misleading or defamatory; or
- (c) files with any viruses, malicious code or other conditions which could damage or interfere with data, hardware or software.

You or Your means any person who accesses the Website.