

APPENDIX 7

'Choice' Memorandum of Understanding 2009

MEMORANDUM OF UNDERSTANDING

DATED: 2009

PARTIES

BETWEEN AUSTRALIAN CONSUMERS' ASSOCIATION of 57 Carrington Road,
Marrickville in the State of New South Wales ("CHOICE")

AND ("the Company")

RECITALS

- A. CHOICE is a not-for-profit company limited by guarantee and is the largest consumer organisation in Australia.
- B. The Company owns and operates supermarkets in Australia.
- C. CHOICE intends to relaunch the website known as Grocerychoice ("**the Website**") in July 2009 for the purpose of assisting Australian consumers in comparing general price levels of supermarkets in their local areas.
- D. The Company proposes to contribute to the operation of the Website by participating in a regular Grocerychoice Industry Consultative Forum ("**the Forum**") and by providing CHOICE with prices of consumer goods for sale in the Company's supermarkets ("**the Price Information**") on a twice weekly basis.

This Memorandum of Understanding is not intended to create contractual obligations between the parties but records the common understanding of the parties of the following matters:

1 Participation

- 1.2 CHOICE acknowledges that the Company participates in the Forum and provides the Price Information on a voluntary basis and that the Company is at liberty to cease participating in the Forum and/or cease providing the Price Information at any time and without prior notice.

2. Use of Price Information and the Website

- 2.1 The Company acknowledges that CHOICE may use the Price Information for publication on the Website. The Company acknowledges that, once publication of the Price Information on the Website occurs, all such Price Information will be in the public domain. The Company acknowledges that the Pricing Information may be used by CHOICE to calculate unit prices. CHOICE acknowledges its good faith intention to refrain from disturbing the original form of the Pricing Information beyond what is necessary for meaningful comparisons.

- 2.2 CHOICE and the Company each acknowledge their good faith intention to work co-operatively with each other and with the other participants in the Forum to collate the Price Information in a manner which benefits consumers and fairly represents the Price Information and that such co-operation will extend to discussion by the Forum of appropriate items for inclusion in comparative collections of consumer goods.
- 2.3 The Website may refer to other CHOICE articles and CHOICE websites, but, except to the extent necessary to carry out the purpose of the Website described in Recital C above, will not otherwise advertise consumer goods or services.

3. Accuracy of Price Information

- 3.1 The Company acknowledges that it will bear responsibility for providing timely and accurate Price Information and that CHOICE will not bear any responsibility for errors, omissions or inaccuracies in the Price Information as provided by the Company to CHOICE from time to time. CHOICE will publish an appropriate disclaimer on the Website to inform consumers of the temporary accuracy of the Price Information.
- 3.2 CHOICE acknowledges its good faith intention that the Price Information it publishes will be an accurate reflection of the Price Information supplied by the Company. CHOICE acknowledges that it will not hold the Company responsible for errors, omissions or inaccuracies in the Price Information as published by CHOICE where such errors, omissions or inaccuracies are attributable to the negligence of CHOICE.
- 3.3 The Company may review the Website on a regular basis and notify CHOICE of any errors, omissions or inaccuracies in the Price Information published on the Website as soon as practicable. CHOICE will take all reasonable steps to correct any errors, omissions or inaccuracies so notified by the Company as soon as practicable.

4. Representations arising from Price Information

- 4.1 The Company acknowledges its good faith intention that the Price Information will reflect the price of goods reasonably available in its supermarkets in line with normal consumer expectations.
- 4.2 Without limiting the generality of 2.4 above, the Company acknowledges its good faith intention to refrain from bait advertising in connection with the Website or any other practice which has the potential to compromise the integrity of the Price Information.
- 4.3 CHOICE acknowledges that it will not hold the Company responsible for any misrepresentation of the Price Information as supplied by the Company where such misrepresentation is attributable to an act or omission of CHOICE.

Signed for and on behalf of CHOICE:

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Signed for and on behalf of the Company:

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