

The privacy of our clients is of paramount importance to Jenny Craig. We treat the ongoing trust you have in us to protect your personal information very seriously. We have systems and procedures in place to protect your privacy whenever we collect, store, use or disclose your personal information.

Our privacy practices have their foundations in the National Privacy Principles which are contained in the Australian Privacy Act 1988 (Cth). Consistent with these principles we have set out below an explanation of our Privacy Policy. The aim of this document is to assist our clients to understand the importance we place on collecting, using, storing, correcting and disclosing your personal information.

What is personal information?

Personal information is information or an opinion whether true or not and whether recorded in material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Collection & use of your personal information

Our aim is to only collect information that is necessary for us to carry out our primary purpose of helping our clients achieve their weight loss goals and a healthy lifestyle. This includes providing you with information about the weight loss programs, products and services that we offer.

We may also use or disclose your personal information for purposes related or ancillary to the primary purpose we collect it, such as:

- Servicing our relationship with you;
- Internal accounting and administration;
- Regulatory reporting and compliance; and
- Helping us to identify and inform you about other products or services that may be of benefit to you.

Jenny Craig collects personal information that you volunteer when you:

- Register to become a client of ours and complete a 'Health Sheet';
- Complete a Membership form;
- Purchase food from us;
- Request information from us;
- Provide information to one of our staff;
- Participate in a survey conducted by or on behalf of Jenny Craig or its related bodies corporate.

We may also receive personal information about you from other sources such as your family doctor if you have given us your doctor's name, address and/or phone number.

Storage of personal information, data security and disclosure

We store your personal information at the centre at which you are a client. This information is held in both paper file and computer file form. We have implemented security measures of a physical, electronic and managerial nature to ensure that all personal information about you is securely stored.

All our consultants at the centre at which you are a client have access to your personal information because they are involved in processing that information and attending to your weight management needs. Certain other employees and consultants at our Head Office may also have access to your personal information together with our related bodies corporate, including Nestlé Australia Ltd and Jenny Craig Inc.

Our duty of confidentiality

We have a duty to keep all personal information we hold about you confidential and all our employees are aware of the obligation to respect the confidentiality of the information you (and perhaps others on your behalf such as your family doctor) have disclosed to us.

Adolescents

We occasionally collect personal information from adolescents. Jenny Craig is careful to ensure that the privacy of adolescents is protected by making reasonable efforts to ensure that a parent has authorised the collection of the adolescent's personal information. We otherwise ensure that if we collect information from an adolescent, that person has sufficient understanding and maturity to understand what is being asked of them.

Marketing information and surveys & disclosure of personal information to third parties generally

From time to time you may receive an offer and/or information from Jenny Craig about our services and/or special offers including marketing surveys from selected marketing organisations that we have specifically engaged to carry out market research on our behalf.

If you do not wish to receive marketing information and/or surveys from Jenny Craig or a marketing organisation in the future you have the option of contacting us in order to decline such communication. The relevant contact details are set out below.

Jenny Craig does not and will not sell or otherwise give personal information about you to any other person or organisation. The only exceptions to this rule are:

- If applicable laws require us to disclose such information to another;
- The information we provide to your family doctor – which information you have voluntarily given us and acknowledged that we may disclose to your family doctor;
- The information we send our related bodies corporate, including Nestlé Australia Ltd and Jenny Craig Inc.;
- The International Medical Advisory Board and consultants to Jenny Craig

Contacting us and accessing your information

If you have any questions, suggestions or concerns about our privacy policy, or you would like to be removed from our mailing list, or if you want to access the personal information Jenny Craig may hold about you, please contact us by email, postal mail and/or fax – the details of which are set out below:

- Sending an email to custcareoz@jennycraig.com.au marked to the attention of 'The Privacy Officer'.
- Sending postal mail to this address:
Jenny Craig
The Privacy Officer
Level 6
464 St Kilda Road
Melbourne
Victoria 3004 Australia
- Sending a fax to this number 61 3 9867 5628 – marked to the attention of 'The Privacy Officer'.

Subject to any overriding legal obligations we will provide you with a copy or a comprehensive summary of the personal information which we keep about you within 14 days – although we may require proof of your identity. We will provide the information without any charge.

Accuracy of personal information

If we have accurate personal information about you, it enables us to provide you with the best possible service. For this reason we take reasonable steps to ensure that your personal information is accurate, complete and up-to-date whenever we collect or use it.

We will correct personal information

If you find that current personal information we hold about you is inaccurate, incomplete or out-of-date, please contact us immediately and we will correct it.

Periodic review and modifications

This privacy policy was updated on 09/08/2011. Jenny Craig will review its privacy policy from time to time with the aim of improving it.

1. Weight Management Code

Jenny Craig is proud to be a founding member and signatory of the Weight Management Council in Australia, and is committed to upholding and complying with the Code of Practice. A copy of the Code is available on the Jenny Craig website at www.jennycraig.com.au.

2. Feedback & Complaint Resolution

Jenny Craig values feedback from Clients and is committed to following through on all Clients' concerns and/or complaints to reach a satisfactory resolution.

In the first instance, any Client concerns and/or complaints should be directed to the Centre Leader in the centre that the Client attends or alternatively to Customer Care either via the Jenny Craig website 'Contact Us' link at www.jennycraig.com.au or by phone on 1800 453 669 (Australia) or 0800 555 123 (New Zealand).

Issues that cannot be resolved at centre level may be escalated to the centre's Sales & Service Manager.

Issues that cannot be resolved by the Sales & Service Manager may be escalated to the National Operations Manager.

If the issue has not been resolved by Jenny Craig within 14 days, the Client may make an application to the Complaints Committee at the Weight Management Council of Australia, GPO Box 4401, Melbourne, Victoria, 3001. Ph: 03 8637 4722.

Where the Client accepts the decision of the Complaints Committee, Jenny Craig will act upon the decision within 30 days.

3. Refunds

All requests for refunds must be in writing and must be directed to the centre where the Program was purchased, either by hand, registered mail, fax or email. A form for this purpose is available at the centre. Jenny Craig will endeavour to process all refunds within 30 days of receipt of the written request.

Food cannot be returned or refunded after it has been removed from the Jenny Craig centre.

Program Refunds will be provided in the following circumstances:

Cooling off period

A cooling off period of 5 days from the date of purchase is available for Programs over \$50. Application for refund can be lodged in writing either by hand, registered mail, fax or email to the centre where the Program was purchased at any time up to 5pm on the fifth day following the date of the Program agreement. All non-food products associated with the Program purchased must be returned unused, with packaging intact, within the 5 day cooling off period. If any non-food products are not returned within this period, the price of those products will be deducted from the Program refund.

Pro Rata Refunds

• Medical Condition

A pro rata refund is available when a Client has been diagnosed by their doctor with a medical condition where it would be detrimental to continue the Jenny Craig program and this is substantiated by a medical certificate.

A pro rata refund will also apply if the Jenny Craig Medical Advisory Board determines that a Client's medical circumstances cannot be accommodated on the Jenny Craig program.

• Relocation

A pro rata refund is available if a Client relocates to a residential address which would entail the Client having to travel an additional 20km or more to a Jenny Craig centre, and a correspondence program and service are not considered to be suitable by the Client.

• Death

If a Client with a current Program dies, then a pro rata refund is available to their executor.

4. Termination

Jenny Craig may terminate this Agreement without refund at any time if you breach this Agreement or violate any Program policy. Jenny Craig may terminate this agreement with a pro-rata refund at any time if Jenny Craig's Medical Advisory Board determines that your medical circumstances cannot be accommodated. Upon cancellation, termination or expiration of this Agreement for any reason, you agree to return your Program card, your right to use Program benefits will end, and Jenny Craig may deny you access to any Jenny Craig facility unless you reactivate your Program (on then current terms) or purchase an alternative Program then being offered.

5. Client's Representation

You represent that you are in good health and are able to participate in the selected Jenny Craig Program, and you acknowledge that any questions concerning your health and your ability to participate in the Program have been discussed with your doctor, or will be discussed with your doctor, before you participate. You acknowledge that you are responsible for your own health and will inform your doctor and your Jenny Craig Consultant if you experience any changes in your health while you participate in the Program. You will inform your Jenny Craig Consultant of all prescription medications, non-prescription medications and diet aids and supplements you are taking and any changes in dosage. You acknowledge and understand that employees of Jenny Craig are not health care practitioners and cannot be expected to diagnose, recognise or treat individual health problems. You will inform your Jenny Craig Consultant of any physician-directed exercise modifications or restrictions. You acknowledge that failure to follow the Program Policies and eat all the food and supplements recommended by Jenny Craig may involve the risk of developing serious health complications.

6. Miscellaneous

The terms "you" and "Jenny Craig" include heirs, related bodies corporate, estates and permitted assignees of each party, and each party makes this agreement on behalf of, and agree that it binds, all of these included persons and entities. You acknowledge that neither Jenny Craig, nor anyone else, made any representation or promise upon which you relied that is not stated in the Agreement. This Program is personal to you and may not be transferred to another person. You may transfer your Program to any participating Jenny Craig Centre. This Agreement contains the entire Agreement between you and Jenny Craig and replaces any prior oral or written agreement. If a Court declares any part of this Agreement invalid or unenforceable, it will not invalidate the remaining parts, which will continue unaffected. If Jenny Craig does not enforce its rights in the Agreement for any reason, Jenny Craig does not waive its right to enforce them later. This Agreement is subject to the laws of Victoria. To the extent permitted by law, all warranties implied by law are excluded. Subject to any terms implied by law and which cannot be excluded, including under the Competition and Consumer Act 2010, Jenny Craig is not liable for any loss, damage, cost or expense (whether direct, indirect or consequential) incurred by you as a result of your purchase and participation in any Jenny Craig Program.