



Make a *Difference*

Competition and Consumer Law Policy

April 2017

Reviewed: October 2021



October 2021

This policy may be amended at the discretion of the SunRice Group.
This policy does not form part of employees' contracts of employment

1. Policy

As a business, SunRice Group is committed to observing and complying with each of our legal obligations. An integral part of our business culture is to behave in an honest and ethical way when dealing with all of our stakeholders (customers, suppliers, employees, consumers and the community). Non-observance can mean millions of dollars in penalties and fines, damages actions, court injunctions, personal liability (including jail terms), loss of business and other disabling consequences.

SunRice Group is committed to complying with our obligations under the *Competition and Consumer Act 2010 (Cth) (CCA)* and in particular our obligations regarding anti-competitive conduct and unfair practices. Please refer to the SunRice Group's Competition and Consumer Law Manual, which can be found on SunConnect.

1.1. Objectives

Our objectives are to be an organisation in which:

- (a) we demonstrate commitment to compliance with the CCA;
- (b) we have useful systems and procedures to support and assist us;
- (c) we provide relevant, effective and ongoing training on applicable laws, systems and procedures; and
- (d) people are held accountable for their performance and their conduct.

1.2 Commitment and Obligations

SunRice Group's commitment is to give officers and employees appropriate resources by way of systems, training and support to enable them to meet their legal obligations and avoid damage to consumers as well as liability and loss to themselves and the business. We will regularly monitor our performance against our policy and these objectives through internal and external reports and feedback and through our management system.

Each employee's obligations are to:

- (a) make proper use of the systems, the Competition and Consumer Law Compliance Manual and other supporting materials provided by the business from time to time to meet their legal obligations and avoid liability and loss to the business and themselves;
- (b) keep their knowledge of the CCA up to date;
- (c) report all customer complaints through to the Customer Service Team;
- (d) comply with the prohibitions on anti-competitive conduct and unfair practices outlined below; and
- (e) advise their Manager and a member of the Group Legal Team of any situations in which competition and consumer law issues may arise.

Prohibitions on Anti-Competitive Conduct

The CCA prohibits a range of anti-competitive conduct covering the SunRice Group's dealings with its competitors, suppliers, partners, customers and other persons. Non-compliance with the CCA will not be tolerated and may result in performance management, including dismissal. In particular:

- (a) No person or entity within the SunRice Group may reach an agreement, arrangement or understanding with any of its competitors to fix, control or maintain prices.

- (b) No person or entity within the SunRice Group may reach an agreement, arrangement or understanding with any of its competitors to share or allocate customers, suppliers or geographic areas (market sharing); coordinate on or rig bids or tenders; restrict or limit the production, supply or acquisition of goods or services; or to boycott customers, suppliers or other competitors.
- (c) Where the SunRice Group supplies goods or services to a reseller, it must not specify a minimum or a particular resale price.
- (d) No person or entity within the SunRice Group may impose restrictions on the ability of a supplier or customer to deal with others (or require them to acquire goods or services from a third person) where that restriction would have the purpose or likely effect of substantially lessening competition.
- (e) If SunRice has a substantial degree of market power in any market, it must not engage in any conduct that has the purpose or likely effect of substantially lessening competition in a market in which SunRice Group operates (or is likely to operate in future).

Prohibitions on Unfair Practices

The CCA prohibits a range of unfair practices covering the SunRice Group's dealings with suppliers, partners, customers and the general public. In particular:


- (a) No person or entity within the SunRice Group may make misleading or deceptive representations or omissions or otherwise engage in misleading or deceptive conduct.
- (b) No person or entity within the SunRice Group may engage in unconscionable conduct (i.e. conduct that is beyond commercial dealings and not in good conscience) – this particularly applies to dealings with anyone who is disadvantaged or in a significantly weaker bargaining position.
- (c) No person or entity within the SunRice group may include an unfair term in a standard form (non-negotiated) contract with a small business (i.e. with less than 20 employees) or a consumer. A term will be unfair if it causes significant imbalance in the parties' rights and obligations, is not reasonably necessary to protect SunRice's legitimate interests and would cause financial or other detriment to the small business/consumer if SunRice were to rely on the term.
- (d) SunRice must comply with the consumer guarantees and express warranties in the CCA in relation to the supply of goods and services to consumers.

The Group Legal Team will regularly monitor SunRice's performance against our policy and these objectives through internal and external reports and feedback and through our management systems.

Laurie Arthur
Chairman



Rob Gordon
Chief Executive Officer



This Policy is designated a key policy of SunRice and is subject to the periodic review and approval of the SunRice Board.