

**TERMS AND CONDITIONS FOR THE EMPLOYEE SHARE PLAN SHORT MESSAGE SERVICE IN  
RELATION TO THE  
J Sainsbury 1980 Savings-Related Share Option Scheme**

**THESE TERMS AND CONDITIONS ARE LEGALLY BINDING.  
PLEASE READ THEM CAREFULLY.**

**1. Definitions**

**"Application"** means the application made by you using the Service in respect of your participation in the Plan;

**"Authorised Instructions"** means any instructions provided to Computershare in respect of your Application which have been duly authenticated using the Security Process even if those instructions were not given by you or were given without your consent;

**"Business Day"** means a day (other than a Saturday, Sunday or public holiday) on which banks in the United Kingdom are open for general non-automated business;

**"Company"** means **J Sainsbury plc** registered in England and Wales under company number **185647** and whose registered office is at **J Sainsbury plc, 33 Holborn, London, EC1N 2HT**;

**"Computershare"** means Computershare Investor Services PLC whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE and who is providing the Service for and on behalf of the Company;

**"Participant Helpline"** means the telephone helpline provided by Computershare in respect of the Service. The telephone number for the helpline is **0344 472 6110** and the opening hours are Business Days between 8.30am and 5.30pm (UK time);

**"Participating Company"** means the Company and any subsidiary of the Company which participates in the Plan;

**"Plan"** means **J Sainsbury 1980 Savings-Related Share Option Scheme**;

**"Plan Events"** means any events with respect to the administration of a Plan of which Computershare may give you notice;

**"Plan Rules"** means the rules of the Plan which set out the terms and conditions upon which you may participate in the Plan;

**"Security Process"** means the process by which you confirm your identity to Computershare using your Shareholder Reference Number ("**SRN**") that has been sent to you by Computershare;

**"Service"** means the service provided by Computershare on behalf of the Company which enables you to submit your Authorised Instructions in relation to your participation in the Plan using your SMS enabled

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mobile phone and to receive from Computershare (1) SMS broadcasts including advising of the deadline for which Applications are to be received as well as other Plan Events (2) SMS text confirming receipt of your valid Application;

**"SMS"** means Short Message Service, commonly referred to as "text messaging". It is a service for sending short messages to mobile devices, including (without limitation) mobile phones, smartphones and PDAs;

**"SMS Service Provider"** means Zync Pty Ltd (ABN 37 138 612 370) of Suite 1, 123 Clarence St, Sydney, 2000;

**"Terms and Conditions"** means the terms and conditions provided to you by the Company and which set out the terms and conditions additional to those in the Plan Rules in respect of your participation in the Plan;

**"You (or your or yourself)"** means you, the person eligible to participate in the Plan.

## 2. General

These terms and conditions set out the basis upon which Computershare will provide, and you will be permitted to use, the Service.

To use the Service you are required to provide Computershare with certain confirmations and undertakings which are set out in section 9 of these terms and conditions.

These terms and conditions relate only to the provision of the Service.

Your eligibility to participate in the Plan is determined by the Plan Rules and participation is also subject to the Terms and Conditions.

## 3. Provision of the Service

You require an SMS enabled mobile phone in order to access the Service. Computershare will transfer your data to the SMS Service Provider to enable them to send the SMS messages to you.

You are responsible for maintaining your SMS enabled mobile phone and any other equipment required by you to access the Service.

You will need your SRN to access the Service. Computershare will only accept Authorised Instructions from you via the Service if your SRN is correctly entered and validated by Computershare.

All messages sent by you to Computershare via this Service will be charged at your standard network provider rate.

Computershare will acknowledge receipt and acceptance of valid Authorised Instructions by sending an SMS to the telephone number from which the Authorised Instructions originated confirming acceptance of such Authorised Instructions with a unique confirmation number. If you have not received such an SMS within two hours of sending your Authorised Instructions by sending an SMS to Computershare you should telephone Computershare immediately on the Participant Helpline.

Computershare reserves the right to reject Authorised Instructions which have not been properly completed. If it does so Computershare will notify you of the fact by sending an SMS to the telephone number from which the Authorised Instructions originated.

By using the Service you are authorising Computershare to accept and act upon any Authorised Instructions it may receive via the Service in respect of your Application. In the event that you wish to withdraw or amend such Authorised Instructions, you should contact the Participant Helpline in the first

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instance. All withdrawals or amendments to Authorised Instructions will need to be confirmed in writing or otherwise in accordance with the Plan Rules and/or Terms and Conditions (as applicable).

Computershare reserves the right to reject Authorised Instructions which have not been properly completed.

Computershare reserves the right without notice to make any technical changes it considers necessary or desirable to the Service, including (without limitation) changes to the Security Process, where it considers that it is in your interests to do so. Computershare will not be responsible in the event that any upgrade to the Service means that you are no longer able to access the Service.

Computershare aims to provide the Service in an uninterrupted manner and will use its reasonable endeavours to do so. However, you should note that it is possible that, for reasons beyond the control of Computershare, the Service may not be available on a continuous basis. Computershare will not be liable in the event that the Service is not provided in a continuous and uninterrupted manner.

#### **4. Security Process and Confidentiality**

In order to access the Service, you will need to complete the Security Process. You must take all reasonable steps to keep your SRN secure and to prevent any unauthorised or fraudulent use of the Service. In particular, you must keep your SRN secret at all times and not disclose it to any third party.

If you suspect that your SRN has been lost or stolen or that someone has obtained access to your SRN without your consent you must notify Computershare immediately by telephoning the Participant Helpline. Until such notification is received by Computershare, Computershare will assume that any instructions received via SMS, which have been authenticated by your SRN, are genuine and valid instructions from you and Computershare will act accordingly.

Upon notifying Computershare that your SRN has been lost or stolen or that someone has obtained access to your SRN without your consent, you will be unable to use the Service until such time as a replacement SRN has been issued to you.

In the event that we reasonably suspect that attempts are being made by an unauthorised person to submit your Application using the Service, then Computershare will be entitled to reject such Application, or any subsequent Applications to prevent any unauthorised Applications being submitted.

SMS communications are not necessarily secure and there is always a risk that messages may be intercepted or tampered with. By sending an SMS to Computershare you agree to receive communications in relation to this Service in this way provided that such communications do not include any confidential information in respect of yourself.

Computershare does not accept any responsibility for any interception or tampering or loss of confidentiality which may take place either once an SMS has been sent by Computershare or prior to an SMS being received by Computershare or for any losses, claims, damages or expenses (including, without limitation, any loss or damage which is not a foreseeable consequence of your use of the SMS) which may be suffered or incurred by you as a result of any such interception or tampering. In addition, Computershare does not accept any responsibility in the event that any SMS sent by you does not reach Computershare or any SMS sent by Computershare does not reach you. Computershare will not be liable for any loss or damage you may suffer or incur as a result of any non-delivery of such SMS.

#### **5. Data Protection**

The Company is registered under the Data Protection Act 1998 in respect of the information the Company and/or Computershare may hold about you. The information provided by you on registering for this Service will only be used to provide this Service to you.

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## 6. Liability

Computershare will take reasonable care in the provision of the Service. However, Computershare will not be liable to you for any loss or damage you may suffer or incur as a result of your use of the Service (including, without limitation, any loss or damage which is not a foreseeable consequence of your use of the Service) unless such loss or damage arises:-

(a) as a direct result of a failure by Computershare to lock your access to the Service following receipt by Computershare of a notification from you under paragraph 4 above; or

(b) as a direct result of a failure by Computershare to act upon Authorised Instructions received by Computershare in connection with the Service except where Computershare reasonably believes that such Authorised Instructions have been given as a result of attempts by an unauthorised person to access the Service; or

(c) as a direct result from the negligence, wilful default or fraud of Computershare.

In order to provide this Service Computershare will use the SMS Service Provider. Computershare takes reasonable care in the selection and continued use of the SMS Service Provider but does not accept responsibility for losses or expenses suffered or incurred by you as a result of any acts or omissions by such person.

Mobile networks are not an entirely reliable medium. The delivery time for any instructions that you send to Computershare via SMS may vary considerably depending among other things on your mobile network provider and your SMS enabled mobile phone. Computershare will not be responsible for any delay in receiving your instruction, or any inability to use, interruption to or non-availability of the Service which does not arise as a result of Computershare's negligence, wilful default or fraud.

Mobile networks are not entirely secure environments. For this reason Computershare cannot guarantee that any SMS sent using a mobile network will not be capable of being intercepted, read or copied by an unauthorised third party or parties. Computershare will not be responsible for any unlawful interception of any message or instruction sent to it which does not arise as a result of Computershare's negligence, wilful default or fraud.

The Service is provided for lawful purposes only. Computershare does not accept any responsibility or liability in the event that the Service is misused in any way.

Any SMS sent by you will be sent at your own risk and Computershare accepts no liability after despatch of any SMS to you.

In the event that you do not comply with these terms and conditions and this results in loss or damage to Computershare, you will be liable to compensate Computershare for any such loss or damage.

## 7. Validity

In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions will not be affected and will remain valid and enforceable.

## 8. Overseas Participants

If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom, it is your responsibility to inform yourself about and observe any applicable legal requirements. Computershare provides its contractual terms in English and will only communicate with you in English in the provision of this Service.

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## 9. Confirmations and Undertakings

In using the Service, you are deemed to have accepted these terms and conditions and as such you will be deemed to have given the following confirmations and undertakings to Computershare:-

- (a) you are an employee of a Participating Company (or otherwise duly authorised to act on behalf of such employee), eligible to participate in the Plan and entitled to use the Service;
- (b) you have read and understood the terms and conditions and agree to be bound by them including, without limitation, the provisions as to the Security Process and liability set out in paragraphs 4 and 6 above, respectively; and
- (c) you are resident in, or a citizen of, the United Kingdom or have otherwise complied with all applicable legal and regulatory requirements in any other jurisdiction necessary for you to lawfully make use of the Service.

## 10. Contracts (Rights of Third Parties) Act 1999

The parties to this agreement are you and Computershare (the "**parties**"). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## 11. Governing Law

These terms and conditions will be governed by and construed in accordance with English law. Computershare has applied the same laws in its marketing of, and arranging for you to enter into, this Service. You agree that in the event of a dispute the English courts will have jurisdiction.

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