

# Super Retail Group Limited

(ACN 108 6796 204)

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## Features of the Super Retail Group Dividend Reinvestment Plan

The Super Retail Group Dividend Reinvestment Plan (“**the Plan**”) provides holders of ordinary shares in Super Retail Group Limited (“**the Company**”) with a convenient method of reinvesting all or part of their dividends in ordinary shares in the Company.

This gives shareholders the choice of applying dividends paid or declared by the Company to acquire additional fully paid ordinary shares in the Company rather than receiving those dividends directly in cash.

Features of the Plan include:

- Participation is entirely voluntary and you can choose to reinvest all, part or none of your Dividend in the Plan;
- You do not have to appoint a broker and you will not have to pay fees, brokerage or other transaction costs for Shares issued or transferred under the Plan;
- You can choose to have less than your full shareholding participating in the Plan;
- You can choose to join, withdraw or vary your participation in the Plan at any time;
- Shares issued or transferred under the Plan will rank equally with the then existing fully paid ordinary Shares;
- Shares issued or transferred under the Plan are credited directly to the Participant’s shareholding;
- Plan statements outlining the Dividend calculation and the details of your Participation will be mailed on the relevant Dividend payment date or as soon as practicable; and
- A Shareholder’s tax position in respect of the Dividend will be the same whether or not the Shareholder elects to participate in the Plan.

# Frequently Asked Questions and Answers

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Shareholders should read the detailed terms of the Plan and not rely on these questions and answers. In the event of any inconsistency between the Rules of the Plan and these questions and answers, the Rules of the Plan will prevail. If in doubt, consult your legal or financial adviser before deciding whether to participate.

## 1. How do I participate in the Plan?

Participation in the Plan is entirely voluntary. All that you need to do is to complete the DRP Election Form and return it in the enclosed reply paid envelope to the Share Registry at the address shown on the DRP Election Form. Additional forms can be downloaded from [www.superretailgroup.com.au](http://www.superretailgroup.com.au) or you can contact our Share Registry on 1800 170 502 to request a DRP Election Form.

## 2. Who is eligible to participate in the Plan?

As a general rule, ordinary shareholders in the Company who have a registered address in Australia are eligible to participate in the Plan unless they hold Shares on behalf of another person who resides outside Australia.

Shareholders in other jurisdictions may also be eligible in some circumstances. Please see the Plan Rules for further information about eligibility.

## 3. When will my participation in the Plan begin?

Participation begins with the first Dividend after receipt of your DRP Election Form provided it is received by 5.00pm on the Dividend Record Date for that Dividend.

## 4. How is the Allocation Price of the Plan Shares calculated?

Shares Allocated under the Plan may be Allocated at a discount as determined by the Directors from time to time, from the arithmetic average of the weighted average market price of Shares sold on the ASX on the second business day after the Dividend Record Date in relation to the Dividend to which the Allocation under the Plan relates and the following nine business days, or such other number of business days (but not less than five) that the Directors may determine from time to time, rounded to the nearest whole cent.

## 5. Do all my Shares have to participate in the Plan?

Eligible shareholders may elect to participate in the Plan for all or part of their holding, subject to any Minimum Participating Limit and the Maximum Participating Limit as the Directors may specify. There is currently no minimum or maximum number of Shares that a shareholder may designate as participating in the Plan.

## 6. How many Shares will I receive?

The number of Shares you receive will be calculated by multiplying the number of participating Shares you hold at the relevant Dividend Record Date by the Dividend, deducting any withholding tax (if applicable), and then dividing this amount by the Allocation Price of the Plan Shares. The calculation will be rounded down to the nearest whole number of Shares.

## 7. How will I know how many Shares I receive under the Plan?

All participants in the Plan will be sent a statement on the Dividend payment date. This statement will include:

- the number of Plan Shares you held at the Dividend Record Date for the Dividend;
- the Dividend payment calculation (including any withholding tax deductions applicable);

- the Allocation Price and Allocation date of the Plan Shares; and
- the number of Plan Shares Allocated to you and the amount of any residual balance (if applicable) to be donated to charity.

Partial Participants will receive a cheque or direct credit advice in the same envelope.

**8. How will my Plan Shares be treated for the subsequent dividend payments?**

If you choose to participate fully in the Plan, all Shares held by you at each Dividend Record Date for a Dividend will be treated as participating in the Plan for that Dividend.

If you choose partial participation any Shares Allocated under the Plan and any bonus shares issued in respect of Plan Shares will be added to the specific number of Shares nominated by the Participant.

**9. What happens when there is a residual balance?**

Where there is a residual positive balance following calculation of the Allocation Price and the number of Plan Shares you receive, the residual positive balance will not be returned to you and will be donated to the Children's Hospital Foundation.

**10. What if I have more than one shareholding in the Company?**

You will need to lodge a separate DRP Election Form for each shareholding registered under different names or each shareholding bearing different shareholder reference numbers or holder identification numbers.

**11. Can the Plan be changed or terminated?**

The Directors may vary the Rules or suspend or terminate the Plan at any time. If this occurs, the Directors will make a public announcement and information will be available at [www.superretailgroup.com.au](http://www.superretailgroup.com.au).

**12. How can I change my Plan participation?**

You can change your participation or withdraw from the Plan by completing a Notice of Variation and lodging it with the Share Registry. The Notice of Variation must be received before the next Dividend Record Date to be active for the next Dividend.

**13. Can I sell my Plan Shares?**

Shares acquired through the Plan can be sold at any time after Allocation. If you sell all your Shares between a Dividend Record Date and the Dividend payment date, your Dividend in respect of your Plan Shares will still be reinvested in the Plan. However, if you sell all of your Shares before the Dividend Record Date, you will not receive Shares under the Plan or any other payment on the Dividend payment date.

**14. What is the taxation treatment?**

Dividends reinvested into Shares are usually treated as dividends received in the hands of the shareholder for Australian tax purposes. The Company cannot, however, advise on the taxation implications of participating in the Plan. If you have any questions regarding taxation implications, please consult your stockbroker, accountant or professional adviser.

**15. Enquiries**

If you have further enquiries (other than concerning taxation) about how the Plan operates and how you can participate, please contact the Company's Share Registry Link Market Services Limited on 1800 170 502.

# Super Retail Group

## Dividend Reinvestment Plan Rules

Dated 25 August 2009

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## **1 The Plan**

The Plan and these Rules will commence operation on such date as the Directors determine.

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## **2 Eligibility and Participation in the Plan**

### **2.1 Eligible Shareholders**

Only Eligible Shareholders may participate in the Plan.

### **2.2 No transfer**

Participation in the Plan is optional and not transferable.

### **2.3 DRP Election Form**

To apply to participate in the Plan, Eligible Shareholders must complete, sign and lodge a DRP Election Form with the Share Registry.

A DRP Election Form can be obtained from the Company's website at [www.superretailgroup.com.au](http://www.superretailgroup.com.au) or by telephoning 1800 170 502.

The Company may also allow Eligible Shareholders to lodge DRP Election Forms electronically, either through the Company's website or that of an authorised third party. The availability (if any) of such a facility will be referred to on the Company's website and announced to ASX. Any DRP Election Forms so lodged must comply with the applicable terms and conditions of the facility.

### **2.4 Joint holders**

All joint holders of Shares must sign a single DRP Election Form for it to be valid. If one or more of the joint holders of the Shares is not an Eligible Shareholder, none of the joint holders can apply to participate in the Plan with respect to the Shares jointly held.

### **2.5 Multiple Shareholding accounts**

If an Eligible Member has more than one holding of Shares and wishes to participate in the DRP with respect to one or more such holding, a DRP Election Form must be lodged with respect to each separate shareholding.

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## **3 Degree of participation**

### **3.1 Participation**

An Eligible Shareholder who wishes to participate in the Plan must elect on the DRP Election Form the degree to which the shareholder wishes to participate in the Plan. Participation in the Plan may be either:

- (a) full participation - for all the Participant's shareholding from time to time; or
- (b) partial participation - for a specific number of Shares nominated by the Participant together with the Shares Allocated under the Plan and any bonus shares issued in respect of Plan Shares. If at the Dividend Record Date for a Dividend, the number of shares held by the Participant is fewer than the nominated number, then the Plan will apply only to that lesser number for that Dividend.

### **3.2 Application taken to be for full participation**

A DRP Election Form received by the Company is taken to be an application for full participation in the Plan for all shareholding accounts of the Eligible Shareholder if the Eligible Shareholder does not clearly indicate:

- (a) the shareholding account to which the election form applies; or
- (b) the degree of participation in the Plan.

An Eligible Shareholder is not entitled to notice under this clause 3.2.

### **3.3 Minimum Participating Limit and Maximum Participating Limit**

Despite clause 3.1, the Directors may at any time by written notice to Eligible Shareholders and by notifying the ASX and complying with all laws, determine:

- (a) a minimum number of Shares that a Participant may validly specify for participation in the Plan ("**Minimum Participating Limit**"); and
- (b) a maximum number of Shares that a Participant may validly specify for participation in the Plan ("**Maximum Participating Limit**").

### **3.4 Participating Shares less than the prevailing Minimum Participating Limit**

To the extent that a DRP Election Form has specified a number of Shares to participate in the Plan which is less than the prevailing Minimum Participating Limit determined by the Directors pursuant to clause 3.3 (including an election of full participation where the number of Shares validly specified for participation in the Plan would otherwise be less than that limit), for long as that limit applies:

- (a) the number of participating Shares for that Participant for the purposes of these Rules is deemed to be zero; and
- (b) any Shares specified in the DRP Election Form as participating Shares less than that limit (including an election of full participation where the number of participating Shares would otherwise be less than that limit) are deemed not to be participating Shares under the Plan, and any dividend payable in respect of them will be paid by the Company in accordance with its usual arrangement for the payment of Dividends.

### **3.5 Participating Shares in excess of the prevailing Maximum Participating Limit**

To the extent that a DRP Election Form has specified a number of Shares to participate in the Plan which is in excess of the prevailing Maximum Participating Limit determined by the Directors pursuant to clause 3.3 (including an election of full participation where the number of Shares validly specified for participation in the Plan would otherwise exceed that limit), for long as that limit applies:

- (a) the number of participating Shares for that Participant for the purposes of these Rules is deemed to be that limit; and
- (b) any Shares specified in the DRP Election Form as participating Shares in excess of that limit (including an election of full participation where the number of participating Shares would otherwise exceed that limit) are deemed not to be participating Shares under the Plan, and any dividend payable in respect of them will be paid by the Company in accordance with its usual arrangement for the payment of Dividends.

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## **4 Acceptance of applications**

### **4.1 Director's discretion**

The Directors may in their absolute discretion accept or refuse any DRP Election Form, without being bound to give any reason for doing so.

### **4.2 Rejection of DRP Election Form**

If the Directors refuse to accept a DRP Election Form, the Company must notify the Eligible Shareholder as soon as practicable that the DRP Election Form has been rejected.

### **4.3 Effectiveness of DRP Election Form**

Subject to Rule 4.2, an Eligible Shareholder's participation in the Plan will commence from the first Dividend payment after receipt of the DRP Election Form, provided it is received by 5.00pm on the Dividend Record Date for that Dividend, and will continue until:

- (a) superseded by a later Notice of Variation; or
- (b) termination of the Participant's participation in the Plan, or
- (c) the Plan is suspended or terminated.

### **4.4 Record of DRP Election Form**

The Company will record for each shareholding account of each Participant particulars of:

- (a) the name and address of the Participant; and
- (b) the number of Plan Shares held by the Participant from time to time.

The Company's records will be conclusive evidence of the matters so recorded.

### **4.5 Significance of applying**

By applying to participate in the Plan in accordance with Rule 2, an applicant:

- (a) warrants to the Directors that it is an Eligible Shareholder;
- (b) acknowledges that the Company may at any time irrevocably determine that the applicant's DRP Election Form is valid, in accordance with these Rules, even if the DRP Election Form is incomplete, contains errors or is otherwise defective;
- (c) acknowledges that neither the Directors, the Company nor the Share Registry has provided the applicant with investment advice or financial product advice and that neither of the above has any obligation to provide such advice concerning its decision to apply to participate in the Plan; and
- (d) acknowledges that the Company may arrange for the Plan to be fully or partially underwritten in respect of any one or more Dividends;
- (e) agrees to the appointment of a broker nominated by the Company as the Participant's agent to acquire Plan Shares on market, where the Company decides to Allocate Shares to Participants by transferring existing Shares; and
- (f) agrees to appoint the Company as the Participant's agent to receive any notices including any notices including any Financial Services Guide (and any update of such document) that the broker is required to provide under the Corporations Act 2001 (Cwlth). The Company will make such document received available on its website.

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## 5 Reinvestment of Dividends

### 5.1 Reinvestment

Dividends on Plan Shares will be applied by the Company on the Participant's behalf in acquiring Shares by Allocation in accordance with these Rules. Any Dividends on Plan Shares which the Company is entitled to retain under its Constitution or otherwise will not be available for acquiring Shares.

Any portion of a Participant's Dividends on Plan Shares:

- (a) which is deductible by the Company as withholding tax; or
- (b) which the Company is entitled or required to withhold or deduct for any reason from the Dividend payable to that Participant,

will not be applied to acquire Plan Shares.

### 5.2 Plan accounts

The Directors will establish and maintain a Plan account for each shareholding account of each Participant. At the time of each Dividend payment, the Directors will:

- (a) determine the Dividend payable in respect of the Plan Shares which may be reinvested under the Plan (before any deduction referred to in (b) below);
- (b) determine (where applicable) the amount to be withheld or deducted under Rule 5.1, and any other sum the Company is entitled to retain in respect of the Plan Shares;
- (c) credit the amount in (a) above and debit any amount in (b) above to the Participant's Plan account;
- (d) determine the maximum whole number of Shares which can be acquired under these Rules by using the amount in the Participant's Plan account;
- (e) on behalf of and in the name of the Participant, Allocate the number of Shares determined under (d) above and debit the aggregate Allocation Price for those Shares against the balance in the Participant's Plan account; and
- (f) donate any residual positive balance from the Participants Plan account in accordance with Rule 5.5.

### 5.3 Entitlement formula

The number of Shares Allocated to each Participant will be the whole number equal to, or when not a whole number, the nearest whole number below the number calculated by the formula:

$$\frac{D - T}{I}$$

where:

- D is the Dividend payable on the Participant's Plan Shares as at the Dividend Record Date for that Dividend which may be reinvested under the Plan;
- T is any withholding tax or other sum the Company is entitled to retain in relation to the Dividend or the Plan Shares;

I is the Allocation Price.

Shares will not be Allocated under the Plan if the Allocation of such Shares would breach any provision of any applicable law.

#### **5.4 Determination of Discount**

The Directors may determine from time to time a discount, for the purposes of calculating the Allocation Price. This discount, if any, must not exceed 5%.

Any discount determined by the Directors in respect of the Plan for a particular Dividend may differ from any discount determined by the Directors in respect of the Plan for any other Dividend.

The discount allocated for a particular Dividend:

- (a) may be nil; and
- (b) may be varied by announcement on the Company's website and to ASX at any time, but any variation will not apply to Dividends already announced.

#### **5.5 Residual positive balance**

If the number of Shares Allocated under the Plan to any Participant is the nearest whole number below the number determined in accordance with Rule 5.3, then the difference between the positive balance of the Participant's Plan account (before Allocation) and the total subscription price for those Shares will not be returned to the Participant and will be donated to the Children's Hospital Foundation.

#### **5.6 Statements**

As soon as practicable after each Allocation of Shares under the Plan, the Company will send to each Participant, for each shareholding account, a statement setting out:

- (a) the number of the Participant's Plan Shares on the Dividend Record Date for the relevant Dividend;
- (b) the Dividend payable in respect of that Participant's Plan Shares which has been applied towards acquiring additional Shares;
- (c) if applicable, the amount of any withholding tax or other amount under Rule 5.2(b) which has been deducted from the Dividend payment on the Participant's Plan Shares;
- (d) the number, Allocation Price and Allocation date of additional Shares Allocated to that Participant under the Plan;
- (e) the number of Shares (including Plan Shares) in respect of which that Participant is the registered holder after the Allocation; and
- (f) the amount of the Participant's residual positive balance, if any, donated pursuant to Rule 5.5.

#### **5.7 Equal ranking**

All Shares issued under the Plan will from the date of issue rank equally in all respects with existing Shares.

## **5.8 Allocation and despatch of statements**

Shares to be Allocated under the Plan will be Allocated within the time required by the ASX and shareholder statements for the Ordinary Shares will be despatched as soon as practicable after the Allocation if so required by the Company's Constitution.

## **5.9 Quotation on ASX**

The Company will make application promptly after any issue of Shares under the Plan for quotation of those Shares on ASX, if other Shares of the Company are quoted at that time.

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# **6 Variation or termination of participation**

## **6.1 Notice of Variation**

By lodging with the Company a Notice of Variation, a Participant may:

- (a) increase or decrease the number of its Plan Shares; or
- (b) terminate participation in the Plan.

A Notice of Variation must be lodged for each shareholding account. To be effective for a future Dividend, the Notice of Variation must be received by the Company before the Dividend Record Date for that Dividend.

## **6.2 Participation taken to be terminated**

If a Participant disposes of all the Participant's Shares without giving the Company a Notice of Variation and is not registered as a holder of any Shares at the Dividend Record Date for payment of a Dividend, the Participant is taken to have terminated participation on the last date when the Company registered a transfer of the Participant's Shares.

## **6.3 Part disposal and no notice**

When a Participant disposes of part of the holding of Shares of that Participant, and does not notify the Company otherwise, the Shares disposed of, to the extent possible, will be taken to be:

- (a) first, Shares which are not Plan Shares; and
- (b) secondly, Plan Shares.

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# **7 Modification, suspension and termination of the Plan**

The Plan may be:

- (a) modified (including by variation of the Rules);
- (b) suspended;
- (c) recommenced; or
- (d) terminated

by the Directors at any time.

## **7.2 Modification**

If the Plan or Rules are modified, a Participant continues to participate under the Plan unless the Participant terminates its participation in the Plan by submitting a Notice of

Variation in accordance with Rule 6.1 or is taken to have terminated its participation under Rule 6.2.

### **7.3 Suspension**

If the Plan is suspended, Participants' elections as to participation in the Plan ceases to be effective and all Shares are taken not to be Plan Shares for the purpose of any Dividend declared while the Plan is suspended.

### **7.4 No Dividends during suspension**

While the Plan is suspended, Dividends on Plan Shares will not be applied by the Directors on the Participant's behalf in acquiring Shares.

### **7.5 Recommencement**

If the Plan is recommenced following a suspension for:

- (a) less than two consecutive Dividend payment dates, the Participant's previously suspended DRP Election Form will be reinstated and be valid and effective in accordance with these Rules for the purposes of the recommenced Plan, unless determined otherwise by the Directors and notified to Participants in accordance with Rule 7.6; or
- (b) two or more consecutive Dividend payment dates, each Participant who wishes to participate in the recommenced Plan must complete and submit a new DRP Election Form, in accordance with Rule 2.3.

### **7.6 Notice**

The Company will give notice of any:

- (a) **termination of the DRP** to Participants at least one month before the effective date of the termination;
- (b) **variation of the DRP or Rules** (other than simply an exercise of a discretion, authority or power under these Rules) to Eligible Shareholders at least one month before the effective date of the variation; and
- (c) **suspension or recommencement of the DRP** to Participants as soon as reasonably practicable before or after the effective date of the suspension or recommencement.

Notice may be provided in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on the Company's website, announcement to ASX or mailed written notices) which the Directors consider appropriate to bring the termination, variation, suspension or recommencement to the notice of the Participants or Eligible Shareholders, as the case may be, having regard to the nature of the event for which notice is being given.

### **7.7 No liability**

Any variation, suspension, recommencement or termination of the Plan will not give rise to any liability on the part of, or right of action against, the Company nor its Directors, officers, employees, representatives or agents.

## **7.8 Omission or non-receipt of notice**

The accidental omission to give notice of modification, suspension or termination to any Participant or the non-receipt of any notice by any Participant will not invalidate the modification, suspension or termination of the Plan.

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## **8 Administration of the Plan**

This Plan will be administered by the Directors who have the power to:

- (a) determine procedures for administration of the Plan consistent with the Rules;
  - (b) settle in such manner as they think expedient any difficulties, anomalies or disputes which may arise in connection with, or by reason of, the operation of the Plan, whether generally or in relation to any Participant or any Shares and the determination of the Directors is to be conclusive and binding on all Participants and other persons to whom the determination relates; and
  - (c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the Plan.
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## **9 Participants to be bound**

Participants are at all times bound by the Rules of the Plan as modified from time to time.

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## **10 Costs to Participants**

No brokerage, commission or other transaction costs will be payable by Participants in respect of Shares Allocated under the Plan. However the Company does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

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## **11 Governing Law**

These Rules will be governed by and construed in accordance with the laws of Queensland. In the event of any inconsistency between these Rules and the ASX Listing Rules, the ASX Listing Rules will prevail.

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## **12 Additional information**

A copy of the Company's most recent Annual Report and financial statements is available to every Eligible Shareholder free of charge from the Company's website [www.superretailgroup.com.au](http://www.superretailgroup.com.au) or on request by contacting the Share Registry. Contact details for the Share Registry are:

Link Market Services Limited

Level 8, 680 George Street

SYDNEY NSW 2000

1800 170 502

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## 13 Interpretation

### 13.1 Definitions

The following words have these meanings in these Rules, unless the contrary intention appears:

**Allocation** and **Allocate** mean:

- (a) the issue of new shares to Participants under the Plan; or
- (b) the transfer of Shares acquired in the market for the purposes of the Plan to Participants under the Plan; or
- (c) any combination of (a) and (b) above.

**Allocation Price** means, the arithmetic average of the volume weighted average price for a fully paid Share sold on ASX on the second business day following the Dividend Record Date and the following nine business days, or such other number of business days (but no less than five business days) as the Directors may determine from time to time, less such discount, if any, as determined by the Directors under Rule 5.4, rounded to the nearest whole cent. Any transactions not fairly reflective of the natural supply and demand as determined by the Directors will be excluded in determining the Allocation Price.

**ASX** means ASX Limited (ACN 008 624 691).

**Company** means Super Retail Group Limited (ACN 108 676 204).

**Constitution** means the constitution of the Company as amended from time to time.

**Directors** means the directors of the Company acting as a board or any duly appointed committee of the board.

**Dividend** means a cash dividend or cash component of a dividend paid by the Company.

**Dividend Record Date** means the date and time, as determined by the Directors, at which a person holds or is deemed to hold Shares for the purpose of determining the entitlement of shareholders to Dividends.

**DRP Election Form** means the application to participate in the Plan in respect of a particular shareholding account in the form that the Directors from time to time approve.

**Eligible Shareholder** means a person registered as the holder of Shares other than:

- (a) a person with a registered address in any place where, in the reasonable opinion of the Directors, participation or the making of an offer or invitation to participate in the Plan is unlawful or would require compliance with conditions which the Directors in their sole discretion regard as unacceptable or unduly onerous; or
- (b) a person whose participation in the Plan would otherwise, in the reasonable opinion of the Directors, be unlawful, impractical, impossible or would have an adverse effect on the regulatory approvals or licences which the Company holds or for which it intends to apply.

**Listing Rules** means the Listing Rules of ASX and any other applicable rules of ASX modified to the extent of any express written waiver by ASX.

**Maximum Participating Limit** means the maximum number of Shares (if any), determined by the Directors from time to time under clause 3.3.

**Minimum Participating Limit** means the minimum number of Shares (if any), determined by the Directors from time to time under clause 3.3.

**Notice of Variation** means a notice in the form that the Directors from time to time approve for a Participant to increase or decrease the number of the Participant's Plan Shares.

**Participant** means an Eligible Shareholder whose application to participate in the Plan in respect of a particular shareholding account has been accepted by the Directors.

**Plan** means the Super Retail Dividend Reinvestment Plan, the terms of which are set out in these Rules.

**Plan Shares** means the Shares in a particular shareholding account which are designated by a Participant as Shares the dividend on which is to be applied in the Allocation for Shares under the Plan.

**Rules** means the rules of the Plan as varied from time to time.

**Shares** means fully ordinary shares in the Company, and any other shares issued by the Company that the Directors decide are eligible for participation in the Plan.

**Share Registry** means Link Market Services Limited or any other share registry that maintains the Share register of the Company.

## 13.2 Reference to certain general terms

Unless the contrary intention appears, a reference in these Rules to:

- (a) **(person)** the word "person" includes a corporation; and
- (b) **(singular includes plural)** the singular includes the plural and vice versa.