

Swisse Win a trip to London 2017 Promotion Terms and Conditions

Who is running the competition?	The Promoter is Swisse Wellness Pty Ltd (ABN 62 004 926 005), 111 Cambridge St, Collingwood VIC 3066. Phone: 1800 SWISSE.
When will the competition start and end?	The competition starts at 12.01am (AEST) on 31/08/17 and ends at 11.59pm (AEST) on 30/09/17 (the Competition Period).
Who can enter?	<p>You can only enter if you are an Australian resident aged 18 or over who can take the major prize on dates to be specified by the Promoter between 13/11/17 and 22/11/17 (inclusive), unless you are:</p> <ul style="list-style-type: none"> (a) management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with the competition (including suppliers of the prize); (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in (a) above; or (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter. <p>The persons referred to in (b) above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is eligible in its absolute discretion.</p>
Where will the competition run?	The competition will run in TerryWhite Chemmart bannered outlets in all Australian states and territories including Terry White Chemists, Chemmart and Chemplus (including the online stores available at https://www.terrywhitechemmart.com.au/) (Participating Outlets).
Do I need to buy anything to enter?	During the Competition Period, you need to buy any Swisse product (Qualifying Purchase) from a Participating Outlet and collect your purchase receipt.
Entry instructions	<p>After you have made a Qualifying Purchase, you must during the Competition Period, visit www.swisse.com (Website) and follow the prompts to complete and submit the online entry form including by:</p> <ul style="list-style-type: none"> (a) uploading an image of your Qualifying Purchase receipt; (b) providing the receipt number from your Qualifying Purchase receipt; and (c) providing your personal details as required including but not limited to your first name, last name, residential address, contact phone number, email address and age. <p>Purchase receipt(s) must clearly identify the store of purchase, (which must be a Retail Store or the Online Store) the product/s purchased (which must comprise a Qualifying Purchase and correspond to your entry), the receipt number (which must correspond to the number stated in your entry) and the date of</p>

	purchase (which must be during the Competition Period before you submitted your entry).
How many winners will there be and how will they be chosen?	<p>There will be a total of 53 winners determined in respect of this competition – 52 minor winners and 1 major winner.</p> <p>There will be 1 draw conducted at 11am (AEDT) on 02/10/17 at Immediate, 191 Ferrars Street, Southbank VIC 3006. The first valid entry randomly drawn will win the major prize, and the next 52 valid entries randomly drawn will each win a minor prize.</p> <p>The Promoter may draw additional reserve entries in the draw and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).</p>
What can I win?	<p>There are in total 53 prizes available – 52 minor prizes and 1 major prize.</p> <p>Each minor prize is a Wallabies Supporter Pack valued at \$135 and consisting of official Wallabies merchandise including a sports bag, a scarf and a beanie.</p> <p>The major prize is a trip for the winner and one adult companion to London, UK on dates to be specified by the Promoter between 13/11/17 and 22/11/17 (inclusive) to support the Wallabies valued at up to \$42,700 depending on the winner's point of departure. See paragraph 3 for further major prize details.</p>
Total prize pool	The total prize pool is up to \$49,990.
How many times can I enter?	You can enter up to 4 times per household, provided you only enter once per Qualifying Purchase product. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winners be informed?	If you are a winner, you will be informed by phone and in writing by email within one day of the draw and the major winner's name and state/territory of residence will be published on the Website on 03/10/17 for a period of 28 days.
Must I keep anything to verify my entry?	You must keep the original itemised purchase receipt(s) for all entries as proof of purchase. If you don't produce the proof of purchase for all entries upon request or your entry is invalid the Promoter may disqualify all of your entries and you will lose any right to a prize. Purchase receipt(s) must be identical to the image uploaded by you with your entry. If, in the Promoter's opinion, you have shared any receipt/s or barcode/s with another person, your entry/ies will be invalid and you will lose any right to a prize.
If I win, when must I claim my prize?	<p>You must claim your major prize by 5pm (AEDT) on 05/10/17.</p> <p>You must claim your minor prize by 5pm (AEDT) on 02/01/18.</p>
What if I don't claim my prize on time?	<p>If the major prize has not been accepted or claimed by 5pm (AEDT) on 05/10/17 or if, after making all reasonable attempts, the Promoter can't contact the drawn winner (or the drawn winner does not contact the Promoter) by this time and date, the relevant entry will be discarded and the Promoter will re-award the major prize to Reserve Entrant/s and/or carry out an unclaimed prize draw at 11am (AEDT) on 06/10/17 at the same location as the original draw to distribute the major prize.</p> <p>Any such major winner will be informed by phone and in writing by email within one day of determination and their name and</p>

	<p>state/territory of residence will be published on the Website on 09/10/17 for a period of 28 days.</p> <p>If a minor prize has not been accepted or claimed by 5pm (AEDT) on 02/01/18 or if, after making all reasonable attempts, the Promoter can't contact a drawn winner (or a drawn winner does not contact the Promoter) by this time and date, the relevant entry will be discarded and the Promoter will re-award the minor prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at 11am (AEDT) on 04/01/18 at the same location as the original draw to distribute the minor prize/s.</p> <p>Any such minor winner will be informed by phone and in writing by email within one day of determination.</p>
Permit numbers	<p>Authorised under ACT Permit No. TP17/01350, NSW Permit No. LTPS/17/15878 and SA Licence No. T17/1279.</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless product is defective). You will receive a return online message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

Prizes

- 3 If you win the major prize, your prize will be a trip for you and 1 adult companion to London, UK on dates to be specified by the Promoter between 13/11/17 & 22/11/17 (inclusive) and includes:
- (a) return economy airfares (including airfare taxes) for you and your companion from your nearest Australian capital city to London, UK;
 - (b) 5 nights (twin share) accommodation at a minimum 4 star hotel in London, including daily breakfast for you and your companion;
 - (c) money can't buy experience with the Wallabies for you and your companion, including: Attendance at the Wallabies training session on a date to be specified and tickets to the England vs Australia match at Twickenham Stadium on 18/11/17;
 - (d) return transfers between the destination airport in London and the hotel, and between the hotel and Twickenham Stadium for you and your companion; and
 - (e) AUD\$5,000 spending money for you only.

Accommodation, activities and flights are subject to booking and availability and may be dependent on select seat class with airlines or specific room category availability with accommodation provider. All components of the prize must be taken together as a single trip to be booked by the Promoter. All aspects of the prize (including travel and accommodation) are for 2 people travelling together at all times. The travel itinerary for the prize is to be determined by the Promoter in its absolute discretion and may be subject to change. Frequent flyer points will not form part of the prize. The prize cannot be exchanged for other travel, flights or accommodation at other destinations. Once the prize is booked, no changes can be made. You and your companion are responsible for all other costs related to the prize, including any additional meals; additional transfer

costs (e.g. between a traveller's residence and the departure airport); any overnight accommodation while travelling to the departure airport or destination; any other travel or accommodation; any incidental hotel charges (such as mini-bar charges, telephone calls, in house movies, food and beverages); any insurance (such as travel or health cover), however the Promoter requires you and your companion cover yourselves with full travel insurance valid for travel to UK; any vaccinations or other medical or health related services; and any other ancillary costs which may be incurred by those travelling. Receipt of insurance for all persons travelling must be supplied to the Promoter prior to travel. Should you or your companion fail to take out travel insurance, the Promoter will require you to sign a waiver prior to travel. All persons taking the prize must depart and return at the same time to/from the same location. You and your companion/s must ensure that you have all necessary documents to travel to London, UK, including a current and valid passport with a minimum of 6 months' validity from the date of the participant's return to Australia and any visas required. Any costs incurred in sourcing visas and/or passports are the responsibility of you and/or your companion (as applicable). You and your companion must be able to travel to UK during the travel period designated above. You and your companion are responsible for compliance with any health, passport, visa and other requirements for entry into the UK, any country en-route and for return to Australia. You and your companion are responsible for making yourselves familiar with, and following, the Australian Government's travel advisory and consular assistance advice available at www.smartraveller.gov.au. You may be required to present your credit card when checking in to the accommodation. The prize is subject to any additional conditions of the prize supplier/s including any conditions of travel and conditions of entry into the relevant prize events/venues (including behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on-sale or transfer. Any failure by you or your companion to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s). Tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location/s. You must keep your tickets safe and the Promoter will not replace lost or stolen tickets.

- 4 The Promoter accepts no responsibility if the England vs Australia match at Twickenham Stadium on 18/11/17 is abandoned, called off or postponed for any reason and you and your companion will not be given any cash or alternative tickets as a substitute for attending the event. You will still receive all other components of the major prize as long as they are still taken on the original trip dates.

General

- 5 If you are a winner, you (and your companion, if applicable) must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You (and your companion, if applicable) consent to the Promoter using your names and images in any promotional or advertising activity.
- 6 In order to participate in the activity/activities awarded as part of the major prize, you and your companion must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you and your companion are healthy and fit enough to take the prize. You and your companion must follow all requirements of the people responsible for managing the relevant activity/ies.
- 7 If you are the major winner, you and your companion must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or your nominated companion does not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if you are unable to take the prize on the dates specified by the Promoter between 13/11/17 and 22/11/17, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of

employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights. The prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that you cannot provide suitable validation or verification, you will forfeit your right to a prize and no substitute will be offered.

- 9 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 10 If you are the major winner, you are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion/s if they breach these conditions, whether or not legally bound by them.
- 11 If you are the major winner, and if you (or your companion, if applicable), in the opinion of the Promoter (and/or a medical professional, as required), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion) from participating in any elements of the prize, at its discretion.
- 12 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 13 The Promoter's decision in connection with all aspects of this competition is final.
- 14 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 15 By entering, you request that your full address not be published.
- 16 By accepting or participating in any prize, your companion accepts these Terms and Conditions.
- 17 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 18 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 19 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 20 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 21 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 22 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 23 Immediately upon submission by you, your entry becomes the sole property of the Promoter. The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition. This may include disclosures to organisations outside Australia including in places such as New Zealand, Canada, the USA and Switzerland. If you have marked the "opt-in" box on the online entry form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (*The Privacy Amendment (Enhancing Privacy Protection) Act 2012*), as well as any other applicable laws. The Promoter's Privacy Policy (see <https://swisse.com/en-au/privacy>) includes information about:
- (a) how to access and correct your personal information held by the Promoter; and
 - (b) how to make a complaint about a privacy breach and how the Promoter will deal with such a complaint.