

**Terms and Conditions of Entry for the “SWISSE CHEMIST WAREHOUSE OPRAH WINFREY PROMOTION” (Promotion)**

1. Information on how to enter and prize information form part of these terms and conditions of entry (**Conditions of Entry**).
2. Entry into the promotion is deemed acceptance of these Conditions of Entry.
3. The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.
4. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
5. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter is Swisse Wellness Pty Ltd (ABN: 62 004 926 005) of 36-38 Gipps St, Collingwood, Victoria 3066 (**Promoter**).
7. Retailers participating in this Promotion are Chemist Warehouse stores in Australia (including the online store - [www.chemistwarehouse.com.au](http://www.chemistwarehouse.com.au)) (**Participating Outlets**). Participating Outlets will display Promotion materials. If in doubt, an Eligible Entrant may ask a retailer if they are participating in this Promotion.

**PROMOTION PERIOD**

8. The Promotion will commence at 00:01 AEST on **21/09/2015** and conclude at 23:59 AEDT on **01/11/2015 (Promotion Period)**.

**WHO CAN ENTER**

9. Entry in the Promotion is only open to Australian residents aged 18 years or older, excluding:
  - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
  - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 9(a) of these Conditions of Entry;
  - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(**Eligible Entrants**). The persons referred to in paragraph 9(b) of these Conditions of Entry includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

## HOW TO ENTER

10. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period, purchase any Swisse product (**Eligible Products**) from a Participating Outlet (**Qualifying Purchase**) and complete their entry in accordance with these Conditions of Entry (**Eligible Entry**).
11. Entry is via the internet.
12. Eligible Entrants must complete their Eligible Entry during the Promotion Period by:
  - (a) visiting [www.swisse.com](http://www.swisse.com) and following the links to the Promotion entry page (**Online Entry Site**); and
  - (b) fully completing and submitting the online Promotion entry on the Online Entry Site (**Online Entry Form**), including:
    - i. all details required on the Online Entry Form, including their first name, last name, residential address, contact phone number and email address;
    - ii. the last three (3) digits of the receipt number corresponding to the Qualifying Purchase; and
    - iii. indicating their acceptance of these Conditions of Entry.
13. Any costs associated with accessing the Promotion website are the entrant's sole responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.
14. If an Eligible Entrant submits an entry:
  - (a) which complies with these Conditions of Entry, they will receive an on-screen notification confirming that their entry has been submitted successfully; or
  - (b) which does not comply with these Conditions of Entry, they will receive an on-screen notification that their entry has not been submitted successfully,whichever is applicable in the circumstances.
15. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
16. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means invalid.
17. Incomplete, ineligible, indecipherable or incorrect entries (as determined by the Promoter in its absolute discretion) are not eligible to win.
18. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.

## VERIFICATION

19. Entrants must retain their original purchase receipt from the Eligible Product they purchased as part of their Qualifying Purchase (**Proof of Purchase**) which corresponds to each entry they submit in the Promotion.

20. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:
  - (a) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim a prize (if drawn) and compliance with these Conditions of Entry; and
  - (b) their Proof of Purchase that corresponds to all entries they have submitted in the Promotion.
21. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry(s) submitted by the entrant will be deemed invalid.
22. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction
23. All costs associated or arising in connection with the prizes are the sole responsibility of the prize winners.
24. Entrants can only enter the Promotion in their own name. Entrants who attempt to enter the Promotion using different names or contact details will be ineligible to win.
25. If more than one person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.

#### **DRAW AND PRIZE INFORMATION**

26. All random electronic prize draws will be conducted at Prime Focus, 403/62 Beach Street, Port Melbourne, Victoria 3207 (**Draw Location**) by a representative of the Promoter at 12 noon AEDT on **04/11/2015 (Prize Draws)**.

The Promoter may draw additional reserve entries in the Prize Draws and record them in order in case an invalid or ineligible entry is drawn, in accordance with these Conditions of Entry.

27. Entries will be allocated according the address supplied in each Eligible Entry, and there will be a separate Prize Draw conducted for each of the following state groups:

- VIC/TAS
- NSW/ACT
- QLD
- SA/NT
- WA

**(State Groups)**.

28. The first four (4) Eligible Entrants with a valid Eligible Entry drawn in each of the five (5) Prize Draws will each win a double VIP pass to the Oprah Winfrey "An Evening With Oprah" presented by Swisse tour valued at \$11,008 (including GST) (**Prize**).

29. Each Prize is for two (2) people and includes:

- (a) the chance to be a part of a 'meet and greet' with Oprah;
- (b) tickets to "An Evening With Oprah" presented by Swisse show, valued at \$379

(including GST) each;

(c) dinner at a location of the Promoter's choice (to be advised to the winners), prior to the show, valued up to \$150 (including GST); and

(d) transfers between dinner and the show, valued up to \$100 (including GST).

30. **No flights, transport or accommodation are included in the Prizes.** Prize participants must make their own way to dinner location in their respective city (see Prize event locations in the table below), as advised by the Promoter, at their own expense in order to enjoy the Prize.

31. Prize events will take place in the following cities on the following dates:

State Group	Prize Event Location	Prize Event Date
VIC/TAS	Melbourne	02/12/2015
NSW/ACT	Sydney	12/12/2015
QLD	Brisbane	10/12/2015
SA/NT	Adelaide	04/12/2015
WA	Perth	06/12/2015

32. Prize participants are responsible for compliance with all applicable Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in a Prize. The Promoter and event organisers hereby expressly reserve the right to eject any Prize participant for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.

The Promoter assumes no liability (and will provide no compensation) to any Prize participant who, as a result of any failure to comply with any Third Party Terms:

- (a) is unable to participate in the Prize (or any part of it); or
- (b) suffers any other loss or damage.

33. Please note that the taking of video and/or photography at the Prize event is strictly prohibited. Any Prize participant who takes any video/s or photograph/s at the Prize event will be required to delete the relevant media and will be required to leave the Prize event.

34. A person under 18 years of age may attend the Prize event, however in such instance, they must be accompanied by their parent or guardian for the duration of the Prize event.

35. Prizes cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Prize is obtained through any of these methods, it will not be honored.

## **NOTIFICATION OF WINNERS**

36. Prize winners will be:

- (a) notified by phone and email; and
- (b) advertised on [www.swisse.com](http://www.swisse.com) from **13/11/2015**.

## **UNCLAIMED PRIZE DRAW/S (IF ANY)**

37. If a Prize winner does not claim their Prize by 12 noon AEDT on **20/11/2015**, that winner forfeits

the prize and a replacement winner will be chosen from the reserve entries drawn under paragraph 26. If there are no available reserve entries, a random electronic re-draw will be conducted on that date and time at the Draw Location by a representative of the Promoter from all remaining entries received in the Promotion, subject to any directions from the relevant State and Territory Gaming Departments (**Re-Draw**).

#### **NOTIFICATIONS OF RE-DRAW WINNER/S (IF ANY)**

38. Prize Re-Draw winner/s, if any, will be:
- (a) notified by phone and email; and
  - (b) advertised on [www.swisse.com](http://www.swisse.com) from **27/11/2015**.

#### **GENERAL**

39. The total value of all Prizes available to be won in each State Group is \$44,032 (including GST). The total value of all Prizes available to be won in the Promotion is \$220,160 (including GST).
40. Each Qualifying Purchase counts towards one (1) entry only.
41. Eligible Entrants may enter the Promotion multiple times, up to a maximum of four (4) times per household for the Promotion Period.
42. Eligible Entrants who are not residents of South Australia may win a maximum of one (1) Prize in the Promotion only.
43. Acceptance and use of the Prizes is subject to terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with the Prizes.
44. If more than one person attempts to claim a Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
45. Prizes are not exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
46. The Promoter shall not be liable for the Prizes being lost, stolen, damaged or tampered with in any way before they reach the winners or after they have been released to the winners.
47. The Promoter accepts no responsibility whatsoever for any variation in the value of the Prizes from the time of printing Promotion materials.
48. If the Promoter is unable to provide a winner(s) with a nominated Prize, the Promoter reserves its rights to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by state and/or territory gaming departments.
49. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available, or the Participating Outlets will be open, at all times during the Promotion Period.
50. If, for any reason, the Promotion is not capable of being run as planned, including (but not limited to) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it,

subject to state and territory regulations, including cancelling, terminating, modifying or suspending the Promotion.

51. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
52. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
53. The:
  - (a) Promoter, the Promoter's related entities, the Participating Outlets and all agencies associated with the Promotion; and
  - (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 53(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prizes, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

54. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of a Prize.
55. Prize winners must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of a Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
56. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law.

## PERSONAL INFORMATION

57. This Promotion is run by Prime Focus on behalf of the Promoter.
58. Immediately upon submission by an entrant, their entry/entries become the sole property of the Promoter.
59. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting and verifying the winners.
60. Should an entrant's Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter by contacting the Promoter using the 'Contact Us' form on the Online Entry Site.
61. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

## OPTING-IN TO HEAR FROM THE PROMOTER

62. Should an entrant consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the Online Entry Form, information provided by the entrant may be entered into a database and may be used by the Promoter, the Promoter's related entities, and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to the entrant.
63. Entrants who elect to 'opt in' may request to update or correct their Personal Information held by the Promoter and/or may request that they not receive further Promotional or marketing communications from the Promoter at any time by contacting the Promoter at [SwisseCustomerService@swisse.com](mailto:SwisseCustomerService@swisse.com) or by electing to 'opt out' by using the 'opt out' function on any marketing materials received.

## **PRIVACY POLICY**

64. Entrants may view the Promoter's privacy policy by visiting [www.swisse.com](http://www.swisse.com)  
The privacy policy details how a privacy complaint can be made.
65. 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.

Authorised under Permit Numbers – NSW LTPS/15/05729, SA T15/1297 & ACT TP 15/06781.