



SUPER RUGBY BALL KID CONSUMER PROMO: SOCIAL MEDIA

1. The Promoter is Swisse Wellness Pty Ltd (ABN 62 004 926 005) of 111 Cambridge Street, Collingwood VIC 3066 (**Promoter**).
2. The Promotion will commence at 00:01 AEDT on 20 May 2019 and conclude at 23:59 AEDT on 24 May 2019 (**Promotion Period**).
3. Entry in the Promotion is only open to Australian residents aged 18 years or older who are parents and/or guardians of a child between the age of 13 – 16 years who are capable of undertaking the role of a ball kid at a rugby match, excluding:
 - a. management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with the Promotion (including suppliers of the prize);
 - b. a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (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 (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.
4. Any entrant who, in the opinion of the Promoter,
 - a. tampers or interferes with the entry or draw mechanism in any way;
 - b. engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion; or
 - c. who does not properly comply with the entry process; or
 - d. engages in any unlawful or improper conduct during the fulfilment of the Prize, will be ineligible to win.
5. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:
 - a. follow the Promoter's account @Swisseau on Instagram & Facebook;
 - b. like a post uploaded by the Promoter on Instagram & Facebook in relation to the Promotion (**Promotional Post**); and
 - c. comment on the Promotional Post, explaining in 25 words or less why their child deserves to win the Promotion.
6. By entering the Promotion, the Eligible Entrant:
 - a. represents that they are the parent or guardian of the child participating in the Promotion, and the child is aged between 13 – 16 years; and
 - b. consents for the child to participate in the Promotion and, if won, the Prize.
7. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation, required by the Promoter to verify eligibility to enter the Promotion and claim the prize (if won) (including the identity and age of the Eligible Entrant and their child), as well as compliance with these Conditions of Entry.
8. 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.
9. The prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that the Eligible Entrant cannot provide



suitable validation or verification, the Eligible Entrant will forfeit their right to a Prize and no substitute will be offered.

10. All Eligible Entries received during the Promotion Period will be judged by a representative of the Promoter or an appointed third party.
11. This is a game of skill. Chance plays no role in determining the winner. Each Eligible Entry will be individually judged, based upon individual creative merit.
12. A total of one (a) winning entries will be selected, based on the most creative Eligible Entry.
13. The winning entry will be announced no later than at 17:00 AEDT on 28 May 2019. The Promoter's decision is final and no correspondence will be entered into.
14. The Promoter may judge additional reserve entries and record them to use in the instance an invalid entry or ineligible entrant is chosen, in accordance with these Conditions of Entry.
15. The winner will receive:
 - a. one (1) Super Rugby ball kid experience for their child (who must be aged between 13 to 16 years and capable of undertaking the role of a ball kid) for one of the following matches(to be selected by the Promoter):
 - i. Reds vs Blues on 7 June 2019 at 7.45pm at the Suncorp Stadium in Queensland;
 - ii. Waratahs vs Brumbies on 8 June 2019 at 7.45pm at the Bankwest Stadium in Sydney;
 - iii. Rebels vs Chiefs on 14 June 2019 at 7.45pm at AAMI Park in Melbourne and;
 - b. a signed Super Rugby jersey,
valued at up to AUD \$500 (including GST) (**Prize**).
16. The Prize, or components of the Prize, are not transferable or exchangeable and cannot be taken as cash. The Prize must be taken as offered and may not be varied.
17. The Prize 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 honoured.
18. The travel itinerary for the Prize is to be determined by the Promoter in its absolute discretion and may be subject to change. Prize participants must be available to travel between 7 June 2019 and 14 June 2019. The winner will automatically be selected to go to the closest game to their place of residence.
19. The Promoter will endeavour to fulfil the Prize as described, however, if the Prize or part of the Prize is unavailable due to unforeseen circumstances, then the Promoter will provide a substitute experience in its discretion.
20. The Prize does not (except as expressly stated) include:
 - a. any transport between a traveller's residence and the departure airport;
 - b. any overnight accommodation while travelling to the departure airport or destination;
 - c. any other travel or accommodation;
 - d. any incidental hotel charges (such as mini-bar charges, telephone calls, in house movies, food and beverages);
 - e. any insurance (such as travel or health cover), however the Promoter requires the Prize winner and their nominated travelling companion cover themselves with full travel insurance valid for travel to Italy. Receipt of insurance for all persons travelling must be supplied to the Promoter prior to travel. Should the Prize winner or their travelling companion fail to take out travel insurance, the Promoter will require them to sign a waiver prior to travel;
 - f. any vaccinations or other medical or health related services; and



- g. any other ancillary costs which may be incurred by those travelling.
21. As a condition of accepting a Prize, the Prize winner and companion must sign any legal documentation as and in the form required by the Promoter and/or Prize providers in their absolute discretion, including but not limited to a legal release and indemnity form.
 22. The Prize winner will be notified through their social media profile account from 27 May 2019.
 23. If the Prize is won by an Eligible Entrant and they do not claim their Prize or their Prize is returned to the Promoter by 09.00 AEDT on 29 June 2019, a replacement winner will be chosen from the reserve entries.
 24. The Promoter shall not be liable for any element of the Prize being lost, stolen, damaged or tampered with in any way before it reaches the winner or after it has been released to the winner.
 25. The Promoter accepts no responsibility whatsoever for any variation in the value of the Prize from the time of printing Promotion materials.
 26. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of the Prize and independent financial advice should be sought by the winner.
 27. 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 mechanisms will be available, or the Promoter will be open, at all times during the Promotion Period.
 28. The:
 - a. Promoter, the Promoter's related entities and all agencies associated with the Promotion; and
 - b. the employees, agents, directors and contractors, of all entities referred to in paragraph (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 Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
 29. 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.
 30. The Promoter collects, uses, discloses and stores the entrant's personal information for the purpose of conducting the Promotion, without which the Promoter couldn't conduct the Promotion. The Promoter may disclose the entrant's information to contractors and agents to assist in conducting this Promotion, which may include disclosure overseas. The Promoter's Privacy Policy, available at swisse.com/en-au/privacy, contains more information on how the Promoter manages the entrant's personal information, including how the entrant can access and correct its information, or make a complaint.
 31. Immediately upon submission by an entrant, their entry/entries become the sole property of the Promoter.
 32. The Prize winner must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning and fulfilment of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.