



## Swisse Immunity Consumer Promotion

### Terms and Conditions of Entry

#### 1. Promoter

The Promoter is Swisse Wellness Pty Ltd (ABN 62 004 926 005) of Level 7, 88 Langridge Street, Collingwood VIC 3066 Australia (**Promoter**).

#### Promotion period

The Promotion will commence at 09:00 AEDT on 01.06.2023 and conclude at 23:59 AEDT on 31.08.2023 (**Promotion Period**).

#### 2. Who can enter

Entry into the Promotion is only open to Australian residents aged 16 years or over, 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 Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

Entrants under 18 years of age must have a parent or guardian's permission before providing personal information and entering the Promotion.

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.

#### 3. How to enter

Eligible Entrants will receive an automatic entry into the prize draw when they purchase a Swisse immune product(s) from a participating store during the Promotion Period.

To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:

- (a) purchase any products from Swisse's [Cold, Flu and Immunity Range](#) (**Eligible Product**) from a Participating Pharmacy (as defined in Schedule 1) in Australia (Qualifying Purchase) and retain their original purchase receipt;
- (b) visit [www.swisse.com.au/immunitypromo](http://www.swisse.com.au/immunitypromo) (**Online Entry Site**); and
- (c) fully complete and submit the online Promotion entry form on the Online Entry Site (**Online Entry Form**), including:
  - i. all details required on the Online Entry Form, including but not limited to their first name, last name, phone number, address and email;
  - ii. the last four (4) digits of the product barcode corresponding to their Qualifying Purchase; and
  - iii. their acceptance of these Terms and Conditions of Entry

(**Eligible Entry**).

Each Qualifying Purchase entitles an Eligible Entrant to one entry into the Promotion. Eligible Entrants may enter the Promotion multiple times, provided they have made multiple Qualifying Purchases and have a unique purchase receipt for each Qualifying Purchase.

The Promoter reserves the right to allow additional pharmacies to participate in the Promotion at any time and revise the list of participating pharmacies in Schedule 1 accordingly.

#### **4. Prize information and draw**

One potential winner will be drawn via a random electronic draw at Level 7, 88 Langridge Street, Collingwood 3066 VIC (**Draw Location**) at 11am AEST on 07.09.2023 and the Prize will be awarded to the first person drawn following winner validation and verification (**Winner**).

The Promoter may draw additional reserve entries (and record them in the order that they are drawn) in case an invalid entry or ineligible entrant is drawn.

The Winner will win a years' supply of Marley Spoon (**Prize**). Prize consists of 52 Marley Spoon boxes (each containing 3 meals for 4 persons, including shipping, valued at \$142.37) and will be delivered as a voucher redeemable from <https://marleyspoon.com.au/> for a period of 18 months.

The total Prize pool value is \$7,403.24 (inclusive of GST). Utilisation of the Prize is subject to the terms and conditions of Marley Spoon.

The Prize is only available to residents within Marley Spoon delivery locations. If the Winner resides outside Marley Spoon delivery locations an alternate prize will be awarded to the Winner.

The Prize is not transferable or exchangeable and cannot be taken as cash. The Prize must be taken as offered and may not be varied.

The draw result is final and no correspondence will be entered into.

#### **5. Notification of winners**

The Winner will be notified via telephone and email within one (1) business day of the draw and their last name, initial of their first name and postcode will be published on [www.swisse.com.au/immunitypromo](http://www.swisse.com.au/immunitypromo) from 08.09.2023 for a period of 30 days. All reasonable efforts will be taken to contact the winner. The Promoter takes no responsibility for unread, undelivered or incorrectly provided email information

#### **6. Unclaimed prize draw**

If the Winner cannot be contacted and the Prize remains unclaimed at 5pm (AEST) on 04.10.2023 a replacement winner will be chosen from the reserve entries. If there are no available reserve entries, a random electronic re-draw will be conducted at 11am AEST on 05.10.2023 at the Draw Location by the Promoter from all remaining entries received in the Promotion and the Prize will be awarded to the first person drawn, subject to any directions from the relevant state and/or territory gaming departments (**Re-Draw**). Re-Draw Winner will be notified by phone and email within one (1) business day of the Re-Draw and their last name, initial of their first name and postcode published on [www.swisse.com.au/immunitypromo](http://www.swisse.com.au/immunitypromo) from 06.10.2023 for a period of 30 days.

#### **7. Winner Verification**

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

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 the prize (if won) and compliance with these Terms and Conditions of Entry; and
- (b) their original purchase receipt (or other acceptable proof of purchase acceptable to the Promoter) that corresponds to all entries they have submitted in the Promotion.

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.

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.

#### **8. Prize delivery**

Once the Winner has been verified and validated, the Prize (in the form of a Marley Spoon voucher) will be emailed to the Winner.

If the Winner is under the age of 18, the Prize will be awarded to the Winner's nominated parent or legal guardian.

The Prize must be redeemed within any redemption dates specified by the prize supplier, Marley Spoon.

The Promoter accepts no responsibility for unread, undelivered or incorrectly provided email information.

If the Prize is no longer available, the Promoter may substitute with a prize of equal or higher value (subject to any written directions from a regulatory authority).

## **9. Liability**

The Promoter accepts no responsibility whatsoever for any variation in the value of the Prize from the time of printing Promotion materials.

The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.

The:

- (a) Promoter, the Promoter's related entities and any 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).

The Prize is subject to the terms and conditions of Marley Spoon. The Promoter is not responsible or liable for any loss, damage or injury suffered by the Winner as a result of the conduct of any third-party supplier or otherwise as a result of a winner accepting and/or using the Prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).

## **10. Privacy**

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 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. To assist in conducting the Promotion, the Promoter may disclose the entrant's personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers, affiliates (including participating pharmacies) and, as required, Australian regulatory authorities.

By entering this Promotion, all entrants consent to the personal information submitted with their entries being (i) entered into the databases of the Promoter, participating pharmacies and (ii) used by the Promoter, participating pharmacies for future promotional and marketing purposes.

The Promoter's Privacy Policy, available at <https://swisse.com.au/privacy-policy>, 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.

## **11. General**

As a condition of entry, all entrants agree to be bound by Terms and Conditions of Entry and by the decisions of the Promoter, which shall be final and binding in all matters relating to this competition.

The Promoter reserves the right to cancel, terminate, or suspend this Promotion and, subject to any directions from a regulatory authority, select a winner from among all Eligible Entries received up to such time of cancellation, termination or suspension.

## **12. Permits/Licences**

Authorised under ACT Permit No. TP 23/00712 and SA Licence No. T23/549

### **Schedule 1: Participating Pharmacies**

Advantage Pharmacy  
Amcal Chemist  
Blooms The Chemist  
Chemist Discount Centre  
Chemist Outlet  
Chempro Chemist  
Direct Chemist Outlet  
Discount Drug Stores  
Good Price Pharmacy  
Guardian Pharmacy  
National Pharmacies  
Pharmacy Alliance  
Pharmacy Choice Silver  
Pharmacy 4 Less  
Pharmasave  
Priceline Pharmacy  
Ramsay Pharmacy  
TerryWhite Chemmart  
Ventura Health

**as updated from time to time in the Promoter's sole discretion.**