Bioglan - WSL Trade Promotion Terms & Conditions

Information on how to enter form part of these terms and conditions (**Conditions**). By participating, entrants agree to be bound by the Conditions. Entries must comply with the Conditions to be valid.

- The Promoter is Pharm-a-Care Laboratories Pty Ltd (ABN 99 003 468 219) at 18 Jubilee Avenue, Warriewood, NSW. 2102.
- 2. Entry is open to residents of Australia. Entrants who are under the age of 18 must seek permission from their parent or guardian to enter. Employees and their immediate families of the Promoter, its related entities and any agencies associated with this promotion are ineligible to enter.
- 3. The promotion will run from 24 March 2024 to 22 July 2024 (**Promotion Period**). The promotion commences at 12:00 AEST on the 24 March 2024 and closes at 23:59 AEST on the 22 July 2024 of the Promotion Period.
- 4. To enter, each entrant must, during the Promotion Period visit the website www.bioglan.com.au/WSL and complete the entry form including their first name, surname and a valid email address.
- 5. Entry is limited to one per person per period. Multiple entries from the same email address during the particular period will be disqualified.
- 6. There is one (1) prize available. The total prize pool is \$5000.00 including GST. The prize consists of a AUD\$5000 Flight Centre voucher ONLY. The draw is electronic and the first entrant drawn will be determined to be the prize winner.
- 7. The winner will be notified in writing by email by 23:59 AEST on Friday, 2 August 2024. It will be drawn at the onsite at the following address: 18 Jubilee Ave, Warriewood, 2102, NSW, Australia. The collection of the prize is the responsibility of the winner. It must be claimed prior to 48 hours post the email notification being sent for each period.
- 8. If the prize is not claimed, a redraw will be undertaken and the subsequent winner will be notified by 23:59 AEST on Tuesday, 6 August 2024. It will be drawn at the onsite at the following address: 18 Jubilee Ave, Warriewood, 2102, NSW, Australia.
- 9. All bookings are subject to availability at the time of booking and all applicable booking terms and conditions of Flight Centre.
- 10. This prize will be deemed fully used once a qualifying booking has been made and confirmed to be available. The prize will not be reinstated, refunded or replaced, even in the event that the reservation is cancelled or changed.
- 11. Changes or cancellation may incur charges from Flight Centre and/or other suppliers. The winner is responsible to pay any such charges and the prize cannot be applied to any additional costs associated with changes or cancellations to the original booking requested by the winner.
- 12. There is no residual value and no credit will be issued if the booking amount is less than the prize amount.
- 13. All reasonable attempts will be made to contact the winner. If a winner does not claim their prize by the designated time outlined above, 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 the date outlined above, the relevant entry will be discarded and the Promoter will re-award the prize to a reserve entrant.
- 14. If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian.
- 15. Entries must be received by the Promoter during the Promotion Period. Entries received after the close of the Promotion Period will not be accepted.
- 16. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information cuased by an entrant or occurring during transmission.
- 17. All ancillary costs and other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
- 18. The prize is not transferable and is not redeemable for cash. The Promoter's decision is final and binding and no correspondence will be entered into. In particular, prizes may not, without the prior consent of the Promoter and any applicable third party supplier of the prize (Flight Centre), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.
- 19. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches,

- theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the promotion. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion. Further, the Promoter at its sole discretion may recommence this promotion under the same conditions.
- 20. If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
- 21. If an entrant's contact details change at any time between the date which they enter the promotion and the date the winner is announced, that entrant must notify the Promoter of their correct contact details immediately.
- 22. The Promoter reserves the right to request verification of age, identity, residential address of the winner and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 23. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the promotion, except for any liability which cannot be excluded by law.
- 24. If in the conduct of this promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
- 25. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
- 26. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
- 27. Entries remain the property of the Promoter. Details from entries and/or the entrant's personal information will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the promotion) and for promotional purposes, public statements and advertisements surrounding this promotion. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. By submitting an entry, you agree that you have read and understand our Privacy Policy which may be accessed at the following link: https://www.pharmacare.com.au/media/wysiwyg/privacy/PharmaCare_Laboratories_Privacy_Policy.pdf may access, change and/or update their personal information by contacting the Promoter in writing at privacy@pharmacare.com.au.
- 28. These conditions are governed by the laws of New South Wales.