

## **SEVEN AFFILIATE SALES PTY LIMITED (the 'Promoter')**

### **Chemist Warehouse Viewer Promotion Q3 2020 (the 'Promotion') Terms and Conditions**

#### **1. Entry**

Information on how to enter the Promotion forms part of the Terms and Conditions of entry. Entry into the competition is deemed acceptance of these Terms and Conditions.

Entry is open to all Australian residents aged 18 years and over who live in one of the following areas: Northern New South Wales, Southern New South Wales, Australian Capital Territory, regional Victoria, regional Western Australia or regional Queensland (as designated by the regional TV map available at <http://www.regionaltam.com.au>). Certain persons deemed to have an association with the Promotion are ineligible to enter (see '**Excluded Entrants**' below).

Entrants can enter the Promotion on the following websites: [www.prime7.com.au](http://www.prime7.com.au), [www.gwn7.com.au](http://www.gwn7.com.au) or [www.7qldprizepool.com.au](http://www.7qldprizepool.com.au) by:

- a) entering their name, phone number, email address, postal address, suburb and postcode on the Promotion page; and
- b) answering in 25 words or less the question: "Which product puts a spring in your step and why?"

Entrants may enter the Promotion as many times as they like. All entries must be original and must not infringe the rights of any third party or contain any objectionable content.

No scripting is allowed for online entries and if reasonably suspected by the Promoter these entries will be deemed invalid.

By entering the Promotion, each entrant agrees that if they win, they will make themselves available to participate in reasonable promotional activities as requested by the Promoter, without any payment or other compensation.

#### **2. Promotion dates**

The Promotion commences and entries will be received from 12:00PM AEST on 31/08/20 and the Promotion concludes at 12:00PM AEST on 25/09/20 ('Promotional Period').

The winners of the Promotion will be determined by the judge at 12:00PM AEST on 02/10/20.

#### **3. Prize**

There is one (1) major prize consisting of:

- 1x \$2000 Chemist Warehouse Gift Voucher ('**Major Prize**')

There are ten (10) minor prizes consisting of:

- 1 x \$100 Chemist Warehouse Vouchers (**Minor Prize(s)**)

The Major Prize and Minor Prize/s are referred to together as the 'Prize' or 'Prizes'.

Total estimated Prize package value of \$3000.

The Prizes are subject to the terms and conditions of the entity supplying the Prizes which may include without limitation, expiry dates by which the Prize is forfeited if not used.

In order to claim the Prize, winners must provide a copy of their drivers' licence or other identification establishing their name, address and age. Winners will not be entitled to claim the Prize if this identification is not provided.

Only one Prize per person will be awarded.

The Major Prize and the Minor Prizes must be taken as stated and cannot be varied. The Prize or any unused portion of the Prize:

- is non-transferable;
- is non-refundable;
- is non-negotiable;
- cannot be exchanged;
- cannot be taken or redeemed as cash; and
- cannot be sold.

If the Prize or portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value.

The Promoter takes no responsibility for Prizes that are damaged, delayed or lost in transit. The Promoter is neither responsible nor liable for any loss or damage suffered in association with the Prize or in the event that there are any changes to the Prize.

#### **4. Prize Selection:**

##### **Winners are selected using the following method:**

One (1) Major Prize winner and ten (10) Minor Prize winners will be selected by the Promoter. The Major Prize winner will be the entry which fulfils the entry criteria and whose answer is judged the most creative and original from all entries received.

The Minor Prize winners will be the entries that are runners up to the Major Prize winner.

This is a game of skill. There is no element of chance in the judging of the competition or determination of the winners. The Promoter's decision is final and no correspondence will be entered into.

The judging will take place at 12:00PM AEST on 02/10/20 at the offices of the Promoter at Level 8, 401 Docklands Drive, Docklands VIC 3008.

The Winners will be published on the Promoter's websites ([www.prime7.com.au](http://www.prime7.com.au), [www.gwn7.com.au](http://www.gwn7.com.au), [www.7qldprizepool.com.au](http://www.7qldprizepool.com.au)) and notified within 48 hours of being selected

via phone and email. It is the entrant's responsibility to inform the Promoter if his/her contact details change during the Promotional Period.

## **5. Unclaimed Prizes**

In the event that any of the Winners are unable to be contacted or unable to redeem the Prize by the fulfilment date stipulated by the Promoter (being 14 days from the date that the Promoter publishes the winner's details on the websites specified in clause 4 above), then the Prize will be forfeited by that winner and neither cash nor another prize will be awarded in lieu of the forfeited component/s of the Prize.

## **6. Excluded Entrants**

Employees, directors and officers of the Promoter, a related body corporate of the Promoter or an agency or entity associated with the Promotion are ineligible to enter the promotion. Immediate family members of any employee, director or officer described above are also ineligible to enter the Promotion. Immediate family members for the purposes of this condition are spouses, de facto spouses, parents, natural or adopted children and siblings (whether natural or adopted by a parent).

## **7. Ineligible Entries**

The following entries are ineligible:

- entries by an excluded entrant described above in clause 6;
- entries that are deemed to be illegible or incomprehensible by the Promoter or are otherwise unable to be viewed;
- entries by a person who fails to provide the information required by these Terms and Conditions within the required time-frame;
- entries that are deemed to be offensive or illegal by the Promoter;
- entries not completed in accordance with these Terms and Conditions; and
- entries received after the end of the Promotional Period.

Any illegible entries will be disregarded.

## **8. Promoter's Liability**

To the maximum extent permitted by law, the Promoter, its related bodies corporate and each of their officers, employees, directors and contractors are not liable for any injury, loss, damage, expense, tax consequence, cost or claim whatsoever (including for any indirect or consequential loss) that arises in connection with entry into this Promotion or the claiming of any prize, including without limitation:

- in connection with the judging;
- in the participation in or use of any Prize;
- as a result of any changes to the Prize;
- as a result of late, lost or misdirected email, website communication, mail or delivery;
- due to the broadcast of any program relating to the Promotion or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;

- as a result of any technical malfunction, traffic congestion or the malfunction of any telephone network or lines or mobile communications network; and
- arising from any act or omission, deliberate or negligent, by the Promoter, their related bodies corporate or any of their officers, directors, employees or contractors in connection with the arrangement for supply, or the supply, of any goods or services by any person to the winners and, where applicable, to any persons accompanying the winner/s.

The Promoter makes no express representation or warranty as to the fitness for purpose, quality, suitability and merchantability of any of the goods or services offered as Prizes. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its related bodies corporate is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

#### **9. Communication and Technical Failures**

The Promoter and its related bodies corporate accept no responsibility for problems associated with telecommunications networks or services or the Internet or for any other technical malfunction, error, omission, interruption, deletion, defect, delay in operation or transmission or unauthorised access or tampering which may affect an entrant's entry into the Promotion or the Promoter's (or its agents') communication with an entrant.

#### **10. External Intervention**

If for any reason this Promotion is not capable of running as planned due to factors, agents or events which prevent or significantly hinder the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, or which affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to cancel, modify or suspend the Promotion, or to recommence the Promotion from the start.

#### **11. Promoter's Details**

The Promoter is Seven Affiliate Sales Pty Limited (ACN 058 428 158) of Level 8, 401 Docklands Drive, Docklands VIC 3008.

#### **12. Advertisement of the Promotion**

The Promotion will be promoted via television commercials shown on Prime7, GWN7, 7Mate, 7Two, 7Flix and 7QLD and via online display unit advertising.

#### **13. Facebook**

The Promoter may communicate or advertise this promotion using Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.

#### **14. Opt-in to receive promotional material from the Promoter**

Participants entering the Promotion may, at their option, opt in to receive promotional material from the Promoter, its related bodies corporate and Chemist Warehouse.

By opting in to receive promotional material, entrants expressly consent to the Promoter and its related bodies corporate and Chemist Warehouse collecting, using and disclosing their personal information for their promotional activities. All collection, use, storage and disclosure of personal information will be in accordance with the Australian Privacy Principles, the Prime Media Group Privacy Policy available at [www.primemedia.com.au](http://www.primemedia.com.au) and where applicable, the Chemist Warehouse Privacy Policy available at [www.chemistwarehouse.com.au/AboutUs/privacy](http://www.chemistwarehouse.com.au/AboutUs/privacy).

## **15. Collection of personal information and privacy**

By entering the Promotion, entrants consent to the collection, storage and use of their personal information by the Promoter and the Promoter's related bodies corporate in accordance with the Australian Privacy Principle and the Prime Media Group Privacy Policy accessible at [www.primemedia.com.au](http://www.primemedia.com.au).

The Promoter and the Promoter's related bodies corporate collect, store and use the personal information provided by entrants for the purposes of legitimate processes in connection with the administration of this Promotion.

In accordance with the express consent provided as part of entering the Promotion, entrants' personal information will be disclosed to Chemist Warehouse for their use in their promotional activities.

The Promoter and its related bodies corporate may also use the personal information collected from entrants for future promotional purposes.

Personal information provided by entrants may also be disclosed:

- to the Promoter's contractors and agents in connection with the conduct of the Promotion;
- to third party suppliers where necessary or appropriate, for example for the purposes of secure offsite database storage of information; or
- otherwise by the Promoter and its related bodies corporate in accordance with the Prime Media Group Privacy Policy.

Third parties to whom personal information is disclosed may be based overseas.

Entrants have the right to access their personal information as collected and stored by the Promoter, the Promoter's related bodies corporate and Chemist Warehouse at any time, and to request the correction of such information.

If you have any queries or wish to contact us in relation to your privacy or the collection or storage of your personal information, please contact our privacy officer at [privacyofficer@primemedia.com.au](mailto:privacyofficer@primemedia.com.au).

## **16. General**

The Promoter may enforce the Terms and Conditions in its absolute discretion. If the Promoter in its discretion decides not to enforce the Terms and Conditions it will not give rise to any claim by any person.



The Promoter reserves the right to regard itself as bound by the Terms and Conditions as it sees fit and in its absolute discretion.

The Promoter may extend the time for, vary or terminate the Promotion at any time in its absolute discretion. In event of such termination, the Promoter may in its absolute discretion elect not to award any prize in respect of the terminated Promotion.

These Terms and Conditions may be varied by the Promoter at any time. The Promoter accepts no responsibility for and will not be liable because of any reliance placed on the Terms and Conditions before they were varied.