

# PHARMACY BEST BUYS JANUARY & FEBRUARY 2020 – TERMS & CONDITIONS

**Collection Notice:** Australian Pharmaceutical Industries Limited (ABN 57 000 004 320) and its related companies collect your personal information (including, but not limited to, name, permanent residential address, phone number and email address) when you enter this competition for the purposes of administering the competition and for promotional, publicity and marketing purposes including, unless otherwise advised by you, sending you electronic messages (e.g. emails) or telephoning you in relation to such programs, services and purposes. If we do not collect your personal information you will not be able to enter this competition or claim your prize. We may disclose this information to third parties such as local lottery authorities and service providers assisting us with administering this competition, for the purposes of conducting this competition, including prize notification and fulfilment. Our privacy policy can be found at [www.pharmacybestbuys.com.au/privacy-statement](http://www.pharmacybestbuys.com.au/privacy-statement) and contains information about how you may access and seek correction of your personal information that we hold, how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint. If you have an enquiry or complaint about your personal information, please contact us at +61 3 8855 3000 or [privacy@api.net.au](mailto:privacy@api.net.au).

## Conditions of Entry:

1. Participation in this competition is deemed acceptance of these terms and conditions.
2. The Promoter is Australian Pharmaceutical Industries Limited (ABN 57 000 004 320), located at 250 Camberwell Road, Camberwell VIC 3124, telephone: 03 8855 3000 **(Promoter)**.
3. This competition is only open to all Australian citizens and permanent residents, aged 18 or over as at the commencement date of this competition. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or companies associated with this competition are ineligible to enter.
4. The competition commences at 8.00 am AEDT on Thursday 9th January 2020 and concludes at 5.00 pm AEDT on Wednesday 26th February 2020 **(Promotional Period)**.

## How to Enter:

5. To enter the competition, you must: (a.) Purchase at least one (1) product featured in the January 2020 “Pharmacy Best Buys” ‘New Year Goals’ catalogue during the period of 9th January 2020 to 29th January 2020 or the February 2020 “Pharmacy Best Buys” ‘Back To School’ catalogue during the period of 6th February 2020 to 26th February 2020 (excluding prescriptions, pharmacist only medicine or pharmacy medicine), from a participating “Pharmacy Best Buys” pharmacy; (b.) Complete an online entry on [www.pharmacybestbuys.com.au](http://www.pharmacybestbuys.com.au) (including the name of the entrant, permanent residential address, phone number, details of the product purchased, staff name and pharmacy name where product was purchased); and (c.) Subject to clause 16, enter in a valid receipt number and upload a copy of the receipt. See [www.pharmacybestbuys.com.au](http://www.pharmacybestbuys.com.au) for a list of participating “Pharmacy Best Buys” pharmacies.
6. Multiple entries per person are permitted but only one (1) entry is permitted per transaction/receipt and each entry must be submitted separately and in accordance with the entry requirements.
7. For the entry to be valid and the entrant to be eligible, it must be completed in accordance with paragraph 5 above, and the official entry or receipt must not have been manipulated in any way.
8. Failure to produce proof of purchase for all entries when requested, or illegible, re-issued, mutilated, altered, marked void, stolen, misprinted, counterfeit, re-constituted, or defective forms or receipt may, in the absolute discretion of the Promoter, render all of an entrant’s entries invalid and forfeiture of any right to a prize.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, to the extent permitted by law and in its sole discretion, to validate the identity of the entrant.
10. It is the responsibility of the entrant to ensure that the details on the entry form are correct and up to date. The Promoter accepts no liability in the event the entrant’s details or entry form is inaccurate, incomplete, or illegible.

## Winning Determination:

11. The draw will take place at the offices of Trade Promotions and Lotteries Pty Ltd, at Level 2, 11 York St, Sydney NSW 2000, on Tuesday 17th March 2020 at 12.00 pm AEDT.
12. The Promoter will divide all the entries into five (5) groups based on the State/Territory in which the relevant entrant resides. The groups will be as follows; Group 1: residents of New South Wales and the Australian Capital Territory; Group 2: residents of Victoria and Tasmania; Group 3: residents of South Australia and Northern Territory; Group 4: residents of Queensland and Group 5: residents of Western Australia (each, respectively, a Group).
13. The winning entries will be drawn at random.
14. Eligible winners will be notified via mail and/or phone within two (2) business days of the draw. The names of the winners will also be published on [www.pharmacybestbuys.com.au](http://www.pharmacybestbuys.com.au) by Friday 20th March 2020. The winner’s names will be published in “The Australian” by Thursday 26th March 2020.
15. If the phone number and the address of a winner is not supplied or if the supplied details are incorrect, then the winner will be disqualified and a new winner will be drawn.
16. If the eligible winner does not upload a receipt with their entry, they must provide a copy of the receipt to the store where the purchase for the entry was made by 12.00pm AEST Tuesday 23rd June 2020. Failure to provide proof of purchase, will deem the entry as invalid, and a new winner will be drawn.
17. If any of the prizes are not claimed by 12.00 pm AEST on Tuesday 23rd June 2020, the winner’s entry will be deemed invalid and the Promoter reserves the right to conduct further draws at 2.00 pm AEST on Tuesday 23rd June 2020 at the same location and basis as the original draw as are necessary to distribute the prize, subject to any written directions given by the relevant state authorities. The winner of the redraw will be notified via mail and/or phone within two (2) business days of the draw. The names of the redrawn winner will also be published on [www.pharmacybestbuys.com.au](http://www.pharmacybestbuys.com.au) by Friday 26th June 2020. The winner’s names will be published in “The Australian” by Thursday 2nd July 2020.
18. If any of the prizes are not claimed by 12.00 pm AEST on Tuesday 22nd September 2020, the winner’s entry will be deemed invalid and the relevant prize(s) will be forfeited.
19. The Promoter’s decision is final and no correspondence will be entered into.

## Prize:

20. Five (5) winning entries, being one winner from each Group (identified above), will be drawn and each will win a \$1,000 Visa Gift Card.
21. The total prize value of the promotion is valued at up to \$5,000.
22. Prizes are not transferable and are not redeemable for cash.
23. Each Visa Gift Card is subject to Universal Gift Card’s terms and conditions, including any terms and conditions displayed on the Gift Card. Go to [www.universalgiftcard.com.au](http://www.universalgiftcard.com.au) to view terms and conditions. Universal Gift Cards are issued by Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, pursuant to a license from Visa Worldwide Pty Limited.
24. The winners must collect the prize from the store where the purchase for the winning entry was purchased.
25. Unless expressly stated in these Terms and Conditions, all other expenses are the responsibility of the winners.
26. This is a game of chance.

## Other:

27. The Promoter reserves the right to verify the identity of entrants (including an entrant’s age and place of residence) and to disqualify any entrant due to false information or where the Promoter believes that the entry or the entry process has been tampered with or where any entry has been submitted not in accordance with these terms and conditions. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
28. The Promoter accepts no responsibility for any lost, late, misdirected claims or correspondence due to incorrect entrant information.
29. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a relevant regulatory authority.
30. The Promoter reserves the right, at its sole discretion and without notice, to cancel, modify or suspend these terms and/or this competition in whole or in part, including, but not limited to in the event of fraud, technical or other difficulties or if the integrity of the competition is compromised, subject to any written directions from the relevant state lottery authorities and without liability to the participant.
31. The prize (including any unused portion of the prize) cannot be assigned, transferred, redeemed for cash, or substituted except by the Promoter who may at its sole discretion, subject to any written directions from a relevant regulatory authority, substitute any prize with one of comparable value if the advertised prize is or becomes unavailable for any reason.
32. The Promoter will not replace any lost or stolen prizes, or take responsibility for any broken products in the delivery of the product or after it has been delivered. It is not the responsibility of the Promoter to insure any products. The Promoter is not responsible for the winner’s costs associated with the collection of the prize.
33. Entrants consent to the Promoter using the entrant’s name, likeness, image, and/or voice if they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited time without notice or remuneration for the purpose of promoting this competition.
34. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees, and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special, or consequential, arising in any way out of the promotion.
35. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees, agents and associated agencies and companies), is not responsible for and excludes all liability (including, without limitation, direct, indirect, special or consequential loss, or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person’s negligence) in connection with this competition or accepting or using any prize.