

PHARMACY BEST BUYS AUGUST 2021 – 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 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.

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 AEST on Thursday 5th August 2021 and concludes at 5.00 pm AEST on Wednesday 25th August 2021 (**Promotional Period**).

How to Enter:

5. To enter the competition, you must: (a.) Purchase at least one (1) product featured in the August 2021 "Pharmacy Best Buys" 'Great Buys', "Caremore Pharmacy" 'Great Buys', "Your Health Matters" 'Winter Wellness', or "Caring Pharmacy" 'Winter Wellness' catalogues during the period of 5th August 2021 to 25th August 2021 (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 (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 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 14th September 2021 at 12.00 pm AEST.
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 email 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 by Friday 17th September 2021.
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 AEDT Tuesday 14th December 2021. 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 12.00pm AEDT Tuesday 14th December 2021, the winner's entry will be deemed invalid and the Promoter reserves the right to conduct further draws at 2.00 pm AEDT Tuesday 14th December 2021 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 by Friday 17th December 2021.
18. If any of the prizes are not claimed by 12.00 pm AEDT on Tuesday 15th March 2022, 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.

Major Prize:

20. Subject to availability, the first entry drawn will win a Major Prize of their choice from the following options: (a.) A seven (7) Day holiday to Western Australia for two (2) adults, which includes: (i.) A guided tour (A Journey to the West) with Trafalgar Tours, which will take you from Perth to Margaret River and Rottnest Island, (ii.) Return economy flights for two (2) people from your nearest capital city to Perth, including 20kg luggage allowance, subject to flight and booking availability, (iii.) Six (6) breakfasts, two (2) lunches and five (5) dinners, (iv.) Six (6) Nights 4 – 5 star accommodation; or (b.) A five (5) night holiday to Hayman Island for two (2) adults, which includes: (i.) Return economy flights for two (2) people from your nearest capital city to Hamilton Island, including 20kg luggage allowance, subject to flight and booking availability, (ii.) 5 Star accommodation - bedroom pool ocean view suite, (iii.) Breakfast daily, (iv.) Return boat transfers from Hamilton Island, (v.) White Haven Beach tour including picnic lunch, equipment for beach activities, standup paddle boat, lycra wet suits and return luxury boat trip.
21. In the event the preferred option of the Major Prize winner is not available for circumstances beyond the Promoter's control, the Major Prize winner agrees to accept their non-preferred option.
22. The Major Prize is valued at up to \$9,500 AUD. There is a total of 6 prize winners, one (1) Major Prize Winner and five (5) Runner Up Prize Winners. The total prize pool including the runner up prizes is \$12,000 AUD.
23. The Major Prize is redeemable exclusively at Helloworld Camberwell, 941 Burke Rd, Camberwell, Victoria, 3124 and is subject to Helloworld's Travel Terms & Conditions.
24. The Major Prize winner must make a booking within twelve (12) months from the draw date, subject to availability and blackout dates.
25. The Major Prize-winner and his/her travel companion must depart from and return to the same departure point and travel together during the redemption of the Prize.
26. Frequent flyer points will not form part of the Major Prize. The Major Prize is subject to the standard terms and conditions of individual prize and service providers. The Major Prize winner and/or his/her travel companion may be required to present their credit card at time of accommodation check in.
27. The Major Prize-winner may need to arrange connecting domestic flights or travel at their own cost (between any airport that is not a major capital city in Australia).
28. Unless expressly stated in these Terms and Conditions, all other expenses are the responsibility of the winner (and their travel companion) including but not limited to current passports (with at least 6 months to expiry from the date of departure), visas, meals, spending money, extension of travel time, drinks, incidentals, mini-bar, laundry, room service, telephone calls, gratuities, service charges, optional activities and all other ancillary costs.
29. The Promoter and third-party suppliers, acting reasonably, hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, whilst participating in any element of the Prize.
30. The accommodation venue is decided by The Promoter.
31. Travel insurance is the responsibility of the Major Prize winner and is highly recommended.

Runners up Prizes:

32. Once the Major Prize winner has been drawn, the Promoter will divide all of the remaining entries into five (5) Groups based on the State/Territory in which the relevant entrant resides, 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 (Groups).
33. Five (5) winning Runners Up entries, being one (1) winner from each Group (identified above), and will each win a \$500 Helloworld Travel Gift Card.
34. The total prize value of the Runners Up prize, is valued at up to \$2,500 AUD.
35. Prizes are not transferable and are not redeemable for cash.
36. Prizes can only be redeemed through Helloworld Camberwell, Victoria. The Helloworld Travel Gift Card is subject to Helloworld's Travel's Terms & Conditions, including any terms and conditions printed on the Gift Card (as amended from time to time), and can be viewed at <https://www.helloworld.com.au/helloworld-terms-and-condition?terms-and-conditions>.
37. Unless expressly stated in these Terms and Conditions, all other expenses are the responsibility of the winners.

Other:

38. 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.
39. The Promoter accepts no responsibility for any lost, late, misdirected claims or correspondence due to incorrect entrant information.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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.
46. 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.

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