

“CHEMIST WAREHOUSE GIFTS BACK” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences at 9:00am AEDST on 28/11/2016 and ends at 9.00pm AEDST on 11/12/2016 (“**Promotional Period**”).
5. To enter, individuals must visit either www.chemistwarehouse.com.au/giftsback or The House Of Wellness Aus Facebook Page at www.facebook.com/TheHouseOfWellnessAus/, follow the prompts to the promotion entry page, input the requested details (including their full name, phone number and a valid email address), and submit the fully completed entry form so it is received during the Promotional Period.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one (1) entry permitted per person.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place at Anisimoff Legal, 5/210 Central Coast Hwy, Erina NSW 2250 at 12:00pm AEDST on 12/12/2016. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
11. The first valid entry drawn will win a Chemist Warehouse Prize Pack valued at \$2,000 (“**Major Prize**”). The exact contents of the Major Prize will be determined by the Promoter in its absolute discretion.
12. The next eleven (11) valid entries drawn will each win a Chemist Warehouse Prize Pack valued at \$500 (each “**Minor Prize**”). The exact contents of the Minor Prize will be determined by the Promoter in its absolute discretion.
13. The winners will be notified by email within two (2) business days of the draw. One Minor Prize winner’s name will be published online at The House Of Wellness Aus Facebook Page (www.facebook.com/TheHouseOfWellnessAus/) each day from 13/12/2016 - 23/12/2016, and the Major Prize winner’s name will be published online at The House Of Wellness Aus Facebook Page (www.facebook.com/TheHouseOfWellnessAus/) on 24/12/2016.
14. The Promoter’s decision is final and no correspondence will be entered into.

15. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is \$7,500.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. A re-draw for any unclaimed prizes may take place on 13/03/2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the re-draw and their names will be published online at www.chemistwarehouse.com.au/giftsback from 14/03/2017.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act 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 respective 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.

27. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.chemistwarehouse.com.au/AboutUs/privacy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

NSW Permit No. LTPS/16/ 09594 ACT Permit No. TP16/02368, SA Permit No. T16/2165