

## Chemmart® Rewards Program May 2010 Promotion

### Conditions of Entry

1. Instructions and information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these conditions of entry. If there is any inconsistency between the Chemmart® Rewards Program terms and conditions and these conditions of entry, these conditions of entry shall prevail. Chemmart® Rewards Program terms and conditions are available at [www.chemmartrewards.com.au](http://www.chemmartrewards.com.au).
2. Entry is only open to NSW, NT, QLD, SA, TAS, VIC & WA residents who are members of the Chemmart® Rewards Program ("Eligible Entrants"). Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
3. Promotion commences 01/05/2010 and concludes at 11:59pm AEDST on 31/05/2010 ("Promotional Period"). Purchases made after the closing date will not entitle the customer entry into the promotion. The Promoter's decision is final and no correspondence will be entered into.
4. To be eligible to win an Instant Win prize, Eligible Entrants must: (a) purchase at least one item (which is not a Pharmacy Medicine, Pharmacist Only Medicine, Prescription Medicine, baby formula or any other non-exempt item in accordance with the Chemmart® Rewards Program terms and conditions) from a Chemmart® store during the Promotional Period, the total purchase of which during one store visit shall constitute one "Eligible Transaction"; and (b) have their Chemmart® Rewards Program card swiped at the time that the Eligible Transaction is made. Eligible Entrants will be notified immediately whether or not they have won an Instant Win prize for each Eligible Transaction. Multiple entries are permitted in total throughout the Promotional Period, but only one entry will be granted per Eligible Transaction, irrespective of the number of items purchased in the Eligible Transaction.
5. The Promoter reserves the right, at any time, to verify the validity of Eligible Entrants (including an Eligible Entrant's identity, age and address) and to disqualify any Eligible Entrant who tampers with the entry process. 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.
6. If there is a dispute as to the identity of an Eligible Entrant, the Eligible Entrant will be deemed to be the person in whose name the Chemmart® Rewards program membership is held.
7. Instant Win Prizes: 2,100 x RoC Wrinkle Correxion Eye Cream sachet 3mL, valued at \$3.68 each; and 2,100 x RoC Hydra+ Bioactive Dry Skin Day Cream sachet 5mL, valued at \$4.48 each. Winners will be notified immediately in-store and in writing.
8. If for any reason a winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.
9. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with an alternative prize to the equal value and/or specification of the original, unless to do so would be prohibited by law and subject to any written directions from a regulatory authority.
10. Total prize pool value is \$17,136.00. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
11. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to

- (a) disqualify any Eligible Entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
12. If required, an unclaimed prize draw may take place on 13/09/2010 at Visible Results, 2C Hayes Road, Rosebery NSW 2018 at 12pm AEST subject to any directions from a regulatory authority.
  13. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw. Instant win game materials void if stolen, forged, mutilated or tampered with in any way. There will be a total of 4,200 instant win prizes to be won in this promotion.
  14. Except for any implied condition or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("Non Excludable Condition"), the Promoter excludes from these conditions of entry all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the promotion, including, without limitation, the following: (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 conditions of entry; (e) any tax implications; and/or (f) a prize or use of a prize. Where liability for a Non Excludable Condition can be limited, liability is limited to the stated value of the relevant prize.
  15. In the event that any dispute arises regarding the meaning or interpretation of these conditions of entry, participants agree that the dispute shall be resolved by applying the laws of Australia and that it shall be resolved by and within the courts of that country.
  16. Privacy statement: The Promoter uses Eligible Entrants' personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and for any purpose required under Australian lottery legislation or any other regulatory authority. Entry is conditional on providing this information. The Promoter may also use the information for any purpose to which the entrant has previously consented, including for promotional, marketing and publicity purposes. Eligible Entrants should direct any request to access, update or correct information to the Promoter at the below address. You can find out more about how the Promoter deals with personal information and access the Promoter's full privacy policy at [www.chemmart.com.au](http://www.chemmart.com.au). All entries become the property of the Promoter.
  17. The Promoter reserves the right to publicise winners (including name, address and business) throughout broadcast, electronic and print media, point of sale and newsletters, without compensation.
  18. The Promoter is Symbion Pharmacy Services Pty Ltd of Level 3, 484 St Kilda Road, Melbourne, VIC, 3004. ABN 25 000 875 034. Ph: 9918 5555

NSW Permit No. LTPS/10/3013, VIC Permit No. 10/1119, SA Permit No. T10/753

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