

Chemmart® Rewards Program August promotion

Conditions of Entry

1. Instructions and information on how to enter and prizes form part of these conditions of entry. Submission of an entry 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.
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 01/08/2008 and concludes at 11:59pm AEST on 31/8/2008 ("Promotional Period"). Purchases made after the closing date will not entitle the customer entry into the promotion. The draw will take place at Visible Results Australia Pty Ltd, Unit A, 10-20 McEvoy Street, Waterloo, NSW, 2017 on 12/9/2008 at 12:00pm AEST. Instant winners will be notified immediately in writing at point of sale. Draw winner will be notified by mail and their names will be published in The Australian on 17/9/2008. The Promoter's decision is final and no correspondence will be entered into.
4. To enter, 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 automatically granted one entry to the draw 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 entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these conditions of entry or who tampers with the entry process. 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 entrant, the entrant will be deemed to be the person in whose name the Chemmart® Rewards program membership is held.
7. **Major Prizes:** The first valid entry drawn from all entries received will win a Fantastic Furniture Jindabyne package valued at \$4,999.00 including delivery. The Jindabyne package includes 1 x Santos Chaise Lounge, 1 x Coffee Table, 1 x Lamp Table, 1 x 7 Piece Dining, 1 x Buffet, 1 x Low Line Entertainment Unit. The second valid entry drawn will win a Fantastic Furniture Avoca Home Starter Package valued at \$1,999.00 including delivery. The Avoca Home Starter Package includes 1 x Loft Chaise Lounge, 1 x Coffee Table, 1x Lamp Table, 1 x Low Line Entertainment Unit, 1 x 5 Piece Dining, 1 x Roxanne Double Bed, 1 x Foam Mattress, 2 x Bedsides, 1 x Slim Boy. Some prize elements may require assembly. Any assembly required is the responsibility of the winner.
8. Subject to the unclaimed prize draw in clause 13, if for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

9. **Instant Win Prizes:** Instant prizes will be awarded randomly at point of sale on Eligible Transactions as follows:
- a. In NSW: 298 x NIVEA VISAGE DNAGE Zone Action 30ml valued at \$25.95 each; and 150 x NIVEA VISAGE VITAL Perfect Radiance Day Care 10ml valued at \$3 each.
 - b. In NT: 22 x NIVEA VISAGE DNAGE Zone Action 30ml valued at \$25.95 each; and 12 x NIVEA VISAGE VITAL Perfect Radiance Day Care 10ml valued at \$3 each.
 - c. In QLD: 258 x NIVEA VISAGE DNAGE Zone Action 30ml valued at \$25.95 each; and 121 x NIVEA VISAGE VITAL Perfect Radiance Day Care 10ml valued at \$3 each.
 - d. In SA: 462 x NIVEA VISAGE DNAGE Zone Action 30ml valued at \$25.95 each; and 231 x NIVEA VISAGE VITAL Perfect Radiance Day Care 10ml valued at \$3 each.
 - e. In VIC: 433 x NIVEA VISAGE DNAGE Zone Action 30ml valued at \$25.95 each; and 222 x NIVEA VISAGE VITAL Perfect Radiance Day Care 10ml valued at \$3 each.
 - f. In TAS: 60 x NIVEA VISAGE DNAGE Zone Action 30ml valued at \$25.95 each; and 30 x NIVEA VISAGE VITAL Perfect Radiance Day Care 10ml valued at \$3 each.
 - g. In WA: 467 x NIVEA VISAGE DNAGE Zone Action 30ml valued at \$25.95 each; and 234 x NIVEA VISAGE VITAL Perfect Radiance Day Care 10ml valued at \$3 each.
10. If a prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of 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.
11. Total prize pool value in: NSW is \$15,181.10; NT is \$7,604.90; QLD is \$14,056.10; SA is \$19,679.90; TAS is \$8,645.00; VIC is \$18,900.35; and WA is \$19,818.65. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
12. 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 entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
13. If required, an unclaimed prize draw for the Major Prize may take place on 12/1/2009 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner's name, if any, will be published in The Australian on 16/1/2009.
14. 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. Instant win game materials void if stolen, forged, mutilated or tampered with in any way. There will be a total of 3,000 instant win materials printed for this promotion.
15. 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.

16. 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.
17. If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or guardian.
18. Privacy statement: The Promoter uses 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. 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. All entries become the property of the Promoter.
19. 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
20. The Promoter is Symbion Pharmacy Services Pty Limited of Level 7, 5 Queens Road, Melbourne, VIC, 3004. ABN 25 000 875 034.

NSW Permit No. LTPS/08/5660, VIC Permit No 08/2579, SA T08/2352

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