

Terms & Conditions

Game of Chance – Bio-Oil September Competition

KEY TERMS

1. Information on how to enter and prizes set out under the Key Terms and Terms of Entry form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. The Key Terms must be read together with the Terms of Entry for this Promotion. To the extent of any inconsistency between the Key Terms and the Terms of Entry, the Key Terms prevails.

Promoter

2. The promoter is Aspen Australia (**Aspen, we or us**) from time to time (the **Services**). Aspen Australia is comprised of Aspen Asia Pacific Pty Ltd (ABN 75 146 444 484) and its subsidiaries, including Aspen Pharmacare Australia Pty Ltd (ABN 51 096 236 985), Aspen Pharma Pty Ltd (ABN 88 004 118 594), Orphan Holdings Pty Ltd (ABN 50 115 816 209), Orphan Australia Pty Ltd (ABN 11 067 189 342) and Aspen Products Pty Ltd (ABN 17 003 144 170).

Eligible Entrants

3. Entry is open to residents of Australia aged 18 years of age and over. Employees and their immediate families of the Promoter, its related entities and any agencies associated with this competition are ineligible to enter.

Entry Period

4. The competition commences at 09:00 AM AEST on 13/09/21 and closes at 11:59 PM AEST on 30/09/21 (“**Entry Period**”).

How to Enter

5. To enter, entrants must, during the Entry Period, access their own Instagram account and complete the following:
 1. like the Promoter’s post, promoting this promotion;
 2. tag one (1) friend in the comments section; and then
 3. follow @biooilaustralia.

Once the above steps have been completed, entrants will receive one (1) entry into the draw. Entrants will receive one (1) additional entry for every new comment that tags at least one (1) different friend. Entrants must tag all friends correctly for entries to be valid.

Entrants can earn one (1) bonus entry for sharing the Promoter’s post to their Instagram story.

Limits on Entry

6. There are no limits on the number of entries into this promotion and entrants may enter as many times as they like.

Draw Date

7. The draw will take place at Red Havas, 121 Harrington Street, Sydney NSW 2000 by the Promoter’s Marketing and Public Relations Team on 01/10/21 at 11:00am AEST. The first valid randomly drawn entry will win the Prize (defined below). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

Prize Details

8. The first valid entry drawn will a prize (“Prize”). The Prize includes:
 - 1 year supply of Bio-Oil Skincare Oil (12 bottles in total) (valued at \$420); and
 - A Lululemon gift voucher valued at \$500.
9. Total prize pool value is \$920. Prize values (in Australian Dollars) are correct as at the date of preparing these Terms and Conditions. The Promoter is not responsible for any change in prize value.
10. This competition is in no way sponsored, endorsed or administered by or associated with Lululemon.

Prize Delivery

11. Prize will be delivered to the winner within 60 days of the close of the Entry Period. Prize will only be delivered to an Australian address.

Notification of Winner

12. Winner will be notified in writing by direct message on Instagram on 01/10/2021 and the Prize must be accepted within 72 hours upon receipt of this message. Winner must provide Promoter their full name, residential address, email address and phone number. Winner's name will be published on the Instagram competition post.

TERMS OF ENTRY

13. By entering the Promotion, entrants accept the Key Terms and Terms of Entry.
14. Entries must be received by the Promoter before the end of the Entry Period. Entries received after the close of the Entry Period will not be accepted.
15. If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian.
16. This competition is a game of chance. Skill plays no part in determining the winner. The Promoter's decision is final and binding and no correspondence will be entered into.
17. Prize is not transferable and is not redeemable for cash, another product or gift cards. In particular, Prize (or any part of Prize) cannot, without the prior consent of the Promoter and any applicable third-party supplier of the prize ("**Supplier**"), be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If Prize is sold or used in breach of this condition, the Promoter or the Supplier may, at their absolute discretion, withdraw Prize (or part of Prize). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.
18. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter, at its sole discretion, may recommence this competition under the same conditions.
19. If the Prize (or a or part of the Prize) is unavailable for reasons beyond the Promoter's control, the Promoter may substitute the Prize (or a or part of the Prize) of equal or greater value.
20. All reasonable attempts will be made to contact the winner. If the winner does not claim their prize within fourteen (14) days of being notified, their entry will be deemed invalid, they will forfeit their prize and the Promoter may award their prize to the next valid entry.
21. If an entrant's contact details change at any time after the date which they enter the competition, that entrant must notify the Promoter of their correct contact details immediately.
22. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

23. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the State and Territories of Australia.
24. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the competition, except for any liability which cannot be excluded by law.
25. Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by winner as a result of the conduct of any third-party supplier or otherwise as a result of winner accepting and/or using Prize (even if caused by negligence), except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies any rights or remedies that cannot be restricted or excluded under applicable law.
26. If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under applicable law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
27. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit of the prize.
28. Before Prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use of the prize.
29. Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without compensation or remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. If requested by the Promoter, the entrant agrees to sign a separate release required by the Promoter to give effect to this arrangement.
30. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with Instagram Rules, which can be found at <http://instagram.com/about/legal/terms>.
31. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
32. Entries remain the property of the Promoter. Details from entries, including the personal information of the entrant, will be collected and used for the purposes of conducting this competition (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the competition) and for promotional purposes, public statements and advertisements surrounding this competition. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this competition, entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by applicable privacy laws. A copy of the Promoter's privacy policy can be viewed on: <https://aspenpharma.com.au/privacy/>. Entrants may access, change and/or update their personal information by contacting the Promoter on +612 6953 0411 (Aspen Privacy Officer).

33. These conditions are governed by the laws of New South Wales, Australia.