

Tony Ferguson Win A Shopping Spree ('Competition')

TERMS AND CONDITIONS OF ENTRY

- 1) Information on how to enter the Competition forms part of these terms and conditions of entry. Participation in this Competition is deemed acceptance of these terms and conditions of entry.
- 2) This Competition is being run via the Tony Ferguson website www.tonyferguson.com/winashoppingspree during the Promotional Period.
- 3) The Competition commences at 12.01am AEDT Thursday 31st August 2017 and concludes at 11.59pm AEDT Tuesday 26th September 2017 ('Promotional Period').
- 4) The promoter of this Competition is TW&CM Pty Ltd (ABN 38 136 833 620) at 50 Park Road, Milton Queensland 4064, Telephone: 07 3238 0222 ('Promoter').
- 5) Officers, employees and immediate families of officers and employees of the Promoter, the associated companies and contractors of the Promoter and any other agencies associated with this Competition are ineligible to enter.
- 6) Competition open to entrants 18 years of age or over.
- 7) Number of entries: Only one entry per person.

Trade Promotion

- 8) People may enter the Competition by purchasing any Tony Ferguson product(s) with a minimum spend of \$40 in one transaction at participating TerryWhite Chemmart, Chemmart, Terry White Chemists, Chemplus pharmacies or other participating independent retailers during the Promotional Period, then entering online at www.tonyferguson.com/winashoppingspree. All required information and contact details must be stated clearly on the entry form, including an email address, full name and contact phone number.
- 9) Entries must be made via the Tony Ferguson website during the Promotional Period.
- 10) The prize pool consists of 5 x Gift Cards valued at \$500 each (total prize pool = \$2500).
- 11) The winner of the Competition will be:
 - a) Determined by draw. The draw will take place at 11:00am AEDT on Monday 16th October 2017 at TerryWhite Chemmart Support Office Brisbane, 50 Park Rd, Milton Qld 4064. The Promoter reserves the right to draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner need not be present at the draw.
- 12) The winner of the Prize will be notified by phone and email within one business day of being selected. The name of the winner will also be published on the Tony Ferguson website within one business day of being selected.
- 13) The Prizes will be mailed to winners by close of business on Tuesday 31st October 2017.
- 14) The Prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.
- 15) Unless otherwise specified, prizes or any unused portion of a prize, are not exchangeable or transferable and cannot be redeemed for cash.
- 16) If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize equal to the value and/or specification, subject to any written directions from a regulatory authority.
- 17) The Promoter reserves the right to verify the validity of entries, prize claims and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry or prize claim that is not in accordance with these terms and conditions or who tampers with the entry process. An entry that is incomplete, indecipherable, illegible or non-compliant with these terms and conditions is invalid and will not be accepted or considered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 18) If this Competition 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, the Promoter reserves the right, in its sole discretion, to modify, suspend, terminate or cancel the Competition to the full extent permitted by law and subject to any approval or directions from a regulatory authority.
- 19) The Promoter's decision is final and no other correspondence will be entered into.
- 20) It is a condition of entry that the entrant consents to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of the Competition (including any outcome), and promoting any products and services, distributed and/or supplied by the Promoter.
- 21) By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against

all actions, liabilities, penalties, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

22) Authorised under permit numbers: LTPS/17/15941

Privacy, Spam Act and Do Not Call Register Act Statement:

The Promoter collects the entrants' personal information to assist it in processing the competition entries. By entering the competition, unless otherwise advised, each entrant also expressly consents to:

- (a) the Promoter contacting an entrant by any means (including by electronic message or by telephone) to let the entrant know about goods, services or promotions which the Promoter considers may be of interest to the entrant.

The express consent referred to in this Statement continues until the withdrawal of that consent is effective (as set out under applicable law).

Entrants' personal information may also be disclosed to State Lottery agencies and the winners' names published as required under the relevant lottery legislation. All personal details of the entrant will be stored at the offices of the Promoter. A request to access, update or correct any information should be directed to that office.