<u>Terms and Conditions of Entry for the "APP Online Trade e-Magazine Competition"</u> <u>Promotion</u>

- 1. Information on how to enter and prize details form part of these conditions. Entry into this Promotion is deemed acceptance of these terms and conditions of entry.
- 2. The promoter is the Pharmacy Guild of Australia ABN 84 519 669 143 of 132 Leichhardt Street, Spring Hill QLD 4000 (**Promoter**).
- 3. The Promotion will be open from 8.30am ESDT on 30 April 2020 and will continue until 12.00pm ESDT on 15 May 2020 (**Promotion Period**).
- 4. Entry is open to all Australian residents aged 18 years and over other than management, employees or contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of prizes), and their immediate families (Eligible Entrants).
- 5. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period: collect the 'tokens' in the APP Online Trade e-Magazine and enter the complete and correct phrase of 'SUPPORTING COMMUNITY PHARMACY' at www.appconference.com/e-mag-draw, and then enter their contact details. If the correct and complete phrase is submitted along with their contact details, this will act as their entry into the competition to be eligible to win. (Eligible Entry).
- 6. Only one entry per Eligible Entrant will be accepted.
- A manual random draw for the prize will take place at 12.30pm ESDT on Friday 15
 May 2020 at 172 Fletcher Parade, Bardon QLD 4065 (**Draw Location**). The draw will
 be conducted by a representative of The Pharmacy Guild of Australia.
- 8. The Eligible Entrant with the:
 - (a) first valid Eligible Entry drawn will win a Visa gift card valued at \$500 (Prize).
 - (b) second valid Eligible Entry drawn will win a Visa gift card valued at \$500.
- 9. The winner of the Prize will be notified by email and phone within two (2) business days of the draw. The winner's details will be published on the APP Conference website on Friday 15 May 2020.
- 10. In the event that the Prize has not been claimed by Friday 29 May 2020, a manual random re-draw for the relevant Prize will take place at 12pm ESDT on Monday 1 June 2020 at the Draw Location, subject to any written directions given by State and Territory gaming departments. The re-draw Prize winner will be notified by email and phone on Monday 1 June 2020. The re-draw winner's details will be published on the APP Conference website on Monday 1 June 2020.

General

- 11. The total Prize pool value is up to AUD \$1,000.00.
- 12. Prizes are not transferable or exchangeable and are not redeemable for cash. All other costs associated with the Prize are the responsibility of the winner.
- 13. The Promoter is not liable for any Prizes that are lost, stolen, forged, damaged or tampered with in any way before they reach the winner.
- 14. The Promoter accepts no responsibility for any variation in the value of the Prizes and will not be held liable for any loss, damage or injury which results directly or indirectly from this Promotion.
- 15. If the Promoter is unable to provide a winner with the Prize, the Promoter reserves the right to provide to the relevant winner(s) an alternative prize of similar monetary value to the relevant Prize, subject to any written directions given by State or Territory gaming departments.
- 16. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter (and not at the time the entry is sent to the Promoter). The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter is also not responsible for technical difficulties with the mechanism that facilitates entry into the Promotion, and does not warrant that that mechanism will be available at all times.
- 17. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness or integrity or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available to it, subject to State and Territory regulations.
- 18. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process. These terms and conditions, or who acts in a manner inconsistent with the spirit of the Promotion, will be ineligible to win.
- 19. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
- 20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 21. All Eligible Entrants:

- (a) consent to the Promoter using and disclosing their personal information for any purpose in connection with the Promotion;
- (b) consent to the use of his/her name and image in any material, including promotional material (**Material**) in connection with the Promotion and without any compensation to the Eligible Entrant;
- (c) agree that all right, title and interest (including intellectual property rights) in the Material will automatically vest in the Promoter on its creation;
- (d) unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and agree to not institute, maintain or support any claim or proceeding for infringement of any such rights; and
- (e) understand that the Promoter's privacy policy (see https://www.guild.org.au/privacy-policy) contains further information about how the Promoter uses, discloses and stores personal information. It also contains details about how you can access and seek correction of your personal information.
- 22. To the extent permitted by law, the Promoter is not liable for any loss or damage whatsoever (including, but not limited to, direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion.
- 23. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.
- 24. The Promoter's decisions in respect of all matters to do with the Promotion are final.
- 25. These terms and conditions contain the entire agreement between you and the Promoter about its subject matter. Any previous understanding, agreement, representation, representation or warranty relating to that subject matter is replaced by this document and has no further effect.

Authorised under permit no: NSW LTPS/20/43500