

"AQIUM WIN A DELONGHI NESPRESSO LATTISSIMA A DAY" PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Ego Pharmaceuticals Proprietary Limited (ABN 86 005 142 361) of 21-31 Malcolm Road, Braeside VIC 3195, telephone (03) 8766 4100 ("**Promoter**").
3. Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Promotion commences at 12:01am AEST on 10/09/2018 and ends at 4:59pm AEDST on 07/10/2018 ("**Promotional Period**").
6. To enter, individuals must complete the following steps during the Promotional Period:
 - a) purchase any two (2) Aqium products in a single transaction from a participating retailer ("**Qualifying Purchase**"). A participating retailer will be any retailer displaying material advertising this promotion; and then
 - b) visit www.aqium.com.au, follow the prompts to the promotion entry page, input the requested details (including their full name, telephone number, a valid email address, and the full barcode numbers for the two (2) Aqium products purchased), upload a copy of their purchase receipt for the Qualifying Purchase, and submit the fully completed entry form.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (i.e. per two (2) Aqium products purchased in a single transaction); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of three (3) prizes per household/residential address (excl. SA residents).
9. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase, that at least two (2) Aqium products were purchased, and that the purchase was made during the Promotional Period but prior to entry.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

12. There will be one (1) draw conducted for the entries received each day of the Promotional Period, for a total of 28 draws ("Daily Draws"). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open and close each day based on VIC local time. Each Daily Draw will take place at AndMine, Level 3, 424 St Kilda Road, Melbourne, VIC 3004 at 12:00pm (noon) AEST/AEDST on the business day after entries close for that Daily Draw, with the first Daily Draw taking place on 11/09/2018 and the last Daily Draw taking place on 08/10/2018. For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in VIC. The Promoter may draw additional reserve entries in each Daily Draw and record them in order in case an invalid entry or ineligible entrant is drawn. Non-winning entries in each Daily Draw will be entered into any subsequent Daily Draws.
13. In the event there are no entries received for a particular Daily Draw, the prize corresponding to that Daily Draw will roll over into the next occurring Daily Draw. For example, if there are no entries received for Daily Draw 1, the prize for Daily Draw 1 will roll over into Daily Draw 2 and two (2) prizes will then be awarded in Daily Draw 2 – one (1) prize each to the first two (2) valid entries drawn in Daily Draw 2. In the event there are no entries received into Daily Draw 2 either, the prizes for Daily Draw 1 and Daily Draw 2 will both roll over into Daily Draw 3 and three (3) prizes will then be awarded in Daily Draw 3 - one (1) prize each to the first three (3) valid entries drawn in Daily Draw 3, etc.
14. Winners will be notified by email within two (2) business days of the relevant Daily Draw and their names will be published online at www.aqium.com.au on 10/10/2018.
15. The Promoter's decision is final and no correspondence will be entered into.
16. Subject to clause 13, the first valid entry drawn in each Draw will each win a DeLonghi Nespresso Lattissima One Coffee Machine (white) valued at \$339.
17. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is \$9,492.
21. Prizes are not transferable or exchangeable and cannot be taken as cash.
22. If any prize(s) remain unclaimed by 2:00pm AEDST on 14/01/2019, a re-draw to award such prizes will take place at 3:00pm AEDST on 14/01/2019 at the same place as the original Daily Draws, subject to any directions from a regulatory authority. Winners will be notified by email within two (2) business days of the re-draw and their names will be published online at www.aqium.com.au from 21/01/2019.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. If this promotion 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a prize.
29. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and as required to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.egopharm.com/privacypolicy/. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

NSW Permit No. LTPS/18/25903. ACT Permit No. TP18/01264. SA Permit No. T18/1157