

## AQIUM “WIN A DYSON HAIRDRYER A DAY” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) 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 Pty Ltd (ABN 86 005 142 361) of 21–31 Malcolm Rd, Braeside VIC 3195 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
5. Entries into the promotion open at 12.01am AEDT on 01/03/2019 and close at 4:59pm AEDT on 28/03/2019 (“**Promotional Period**”).
6. Only one (3) entries permitted per household.
7. To be eligible to enter, individuals must, during the Promotional Period, purchase any two (2) Aqium products in one (1) transaction at a store that stocks Aqium products and retain the purchase receipt (“**Eligible Purchase Receipt**”).
8. To enter, individuals must, during the Promotional Period, visit [www.aqium.com.au](http://www.aqium.com.au), follow the prompts to the promotion entry page, input the requested details including first and last name, telephone number, email address, residential address, full product barcode numbers and upload a copy of the Eligible Purchase Receipt during the Promotional Period.
9. Entrants must retain their original Eligible 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. Eligible Purchase Receipt(s) must clearly specify the store of purchase 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. Incomplete or indecipherable entries will be deemed invalid.
12. 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.

13. 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 at 12am and close at 11.59pm each day based on Melbourne local time. Each Daily Draw will take place at AndMine, Level 3, 424 St Kilda Rd, Melbourne VIC 3004 at 12:00PM AEST on the first business day after entries close for that Daily Draw, with the first Daily Draw taking place on 4/03/2019 and the last Daily Draw taking place on 29/3/2019. For the removal of doubt, no draws will be conducted during the weekend or on a public holiday in Victoria. Non-winning entries in each Daily Draw will be entered into any subsequent Daily Draw(s).
14. The winners will be notified by telephone and email within two (2) business days of each Daily Draw and the names of the winners will be published at Aquim.com.au on each day of each Daily Draw.
15. The Promoter’s decision is final and no correspondence will be entered into.
16. The first valid entry drawn in each Daily Draw will each win a Dyson Supersonic Hairdryer in Iron/Fuchsia valued at \$499.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If the 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.
19. Total prize pool value is \$13,972. Prizes are not transferable or exchangeable and cannot be taken as cash.
20. If any prize is unclaimed, a prize draw may take place on 01/07/2019 at 12pm AEST at the same place as the original draw, subject to any directions from a regulatory authority. If any winners are drawn, they will be notified in writing via email within two (2) business days of the draw and their names will be published on 05/07/2019 at [www.aqium.com.au](http://www.aqium.com.au).
21. 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.
22. 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.
23. 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 2010* (Cth), 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.

24. 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) use of a prize.
25. 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 <https://www.aqium.com.au/disclaimer/>. 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 PI to any entity outside of Australia.

**NSW Permit No. LTPS/18/28796 ACT Permit No. TP18/ 01988 SA Permit No. T18/1817**