

## Chemist Warehouse Home of Footy Competition Terms and Conditions

<b>Promoter</b>	The Trustee for CW Media Trust (ABN 43 913 252 975), 44-54 Raglan Street, Preston VIC 3072.																														
<b>Competition Period</b>	12.01am (AEST) on 06/09/2021 to 11.59pm (AEST) on 26/09/2021.																														
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.																														
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.																														
<b>Where will the competition run?</b>	The competition will run in store or online at any Chemist Warehouse, My Chemist or epharmacy ( <b>Stores</b> ) in Australia.																														
<b>Website</b>	<a href="http://www.homeoffooty.com.au">www.homeoffooty.com.au</a>																														
<b>Qualifying Purchase</b>	Purchase any item/s (excluding prescriptions and pharmacist only medicine) of any value from a Store.																														
<b>Entry instructions</b>	<p>To enter, you must, during the Competition Period:</p> <p>(a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt; and</p> <p>(b) scan the QR code on the Qualifying Purchase receipt <u>or</u> visit the Website, locate the entry page and fill out and submit the online entry form, including by uploading an image of the Qualifying Purchase receipt and providing all other requested information to see if you have provisionally won a prize and if so, which prize you have won.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.</p>																														
<b>How are instant win prizes awarded?</b>	<p>There are up to 2,545 instant win prizes to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at Blackhawk Network, Level 1, 534 Church Street, Cremorne VIC 3121.</p> <p>The first valid entry received on or after a pre-determined time will provisionally win a prize.</p>																														
<b>What can I win?</b>	<p>There are up to 2,545 prizes available, as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Prize</th> <th style="text-align: center;">Number available</th> <th style="text-align: center;">Value (ea)</th> <th style="text-align: center;">Total value</th> </tr> </thead> <tbody> <tr> <td>Hisense 57" 4K Smart TV</td> <td style="text-align: center;">5</td> <td style="text-align: center;">\$1,250</td> <td style="text-align: center;">\$6,250</td> </tr> <tr> <td>Weber Q</td> <td style="text-align: center;">10</td> <td style="text-align: center;">\$650</td> <td style="text-align: center;">\$6,500</td> </tr> <tr> <td>Samsung Galaxy 2020</td> <td style="text-align: center;">10</td> <td style="text-align: center;">\$489</td> <td style="text-align: center;">\$4,890</td> </tr> <tr> <td>Yeti Tundra Cooler</td> <td style="text-align: center;">10</td> <td style="text-align: center;">\$450</td> <td style="text-align: center;">\$4,500</td> </tr> <tr> <td>Megaboom 3 Bluetooth</td> <td style="text-align: center;">10</td> <td style="text-align: center;">\$440</td> <td style="text-align: center;">\$4,400</td> </tr> <tr> <td>\$25 Pre-Paid Digital Mobile Pays Mastercard®</td> <td style="text-align: center;">1,000</td> <td style="text-align: center;">\$25</td> <td style="text-align: center;">\$25,000</td> </tr> </tbody> </table>			Prize	Number available	Value (ea)	Total value	Hisense 57" 4K Smart TV	5	\$1,250	\$6,250	Weber Q	10	\$650	\$6,500	Samsung Galaxy 2020	10	\$489	\$4,890	Yeti Tundra Cooler	10	\$450	\$4,500	Megaboom 3 Bluetooth	10	\$440	\$4,400	\$25 Pre-Paid Digital Mobile Pays Mastercard®	1,000	\$25	\$25,000
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	\$50 Pre-Paid Digital Mobile Pays Mastercard	1,000	\$50	\$50,000
	\$100 Pre-Paid Digital Mobile Pays Mastercard	500	\$100	\$50,000
	<b>Totals:</b>	<b>2,545</b>		<b>\$151,540</b>
	There is a limit of five prizes per person (except for SA residents).			
<b>Total prize pool</b>	The total prize pool is up to \$151,540.			
<b>How many times can I enter?</b>	You can enter once per day, provided you only enter once per Qualifying Purchase receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.			
<b>How and when will the winner/s be informed?</b>	<p>You will get a return online message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your prize.</p> <p>Winners of any prizes over the value of \$250 will also have their name and state/territory of residence published on the Website on 29/09/2021 for a period of 28 days.</p>			
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry.</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>			
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEDT) on 26/12/2021.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEDT) on 12/01/2022 at the same location as the original prize determination.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value. Any winner/s will be informed in writing by email within two days of determination and if their prize is valued at over \$250, will also have their name and state/territory of residence published on the Website on 17/01/2022 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 21/01/2022.</p>			
<b>Collection and use of your personal information</b>	<p>If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through its agents or contractors, including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="http://blackhawknetwork.com.au/privacy-policy">blackhawknetwork.com.au/privacy-policy</a>. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you, storing data or to hold and use for fraud prevention purposes.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.chemistwarehouse.com.au/aboutus/privacy">www.chemistwarehouse.com.au/aboutus/privacy</a>) includes information about:</p>			

	(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and  (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.
<b>Permit numbers</b>	Authorised under:  ACT Permit No. TP 21/01082  SA Licence No. T21/983  NSW Authority No. TP/00172

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### Prizes

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity periods.

- 4 Redemption of the Digital Prepaid Mastercard® is subject to the terms and conditions of Edge Loyalty including activating the Digital Prepaid Mastercard before the specified expiry date which will be sent to you when your Digital Prepaid Mastercard activation code is sent by SMS to the mobile phone number provided when entering the competition.

- (a) the Digital Prepaid Mastercard needs to be activated by following the link to access Mobile Pay via the App store that is sent in the SMS with the Digital Prepaid Mastercard activation code. By clicking on this link in the SMS, the you will automatically download and open the Mobile Pay App, populating and validating your mobile number and activation code. You are then required to enter your claim id, and if you are:
- (i) a first time user of the Mobile Pay App, create a password (minimum of 6 characters) and enter their date of birth; or
  - (ii) a registered user of Mobile Pay App already, enter their existing password.

You may then add the card to the wallet on your phone;

- (b) you can create a PIN for the Digital Prepaid Mastercard via the Mobile Pay App as using the Digital Prepaid Mastercard for purchases over \$100 may require entry of a PIN. Instructions on how to set up a PIN are found in the "Do I need to set a PIN on my card?" FAQ located at <https://edgemobilepay.com/support>;
- (c) if you do not have a supported smart phone you will be notified via a web page when you click on the link that was sent to you by SMS to activate your Digital Prepaid Mastercard. The web page will direct you to Edge's customer service to facilitate provision of an alternate reward of a physical prepaid eftpos® gift card upon request. Terms and conditions governing the use of the physical prepaid eftpos® gift card are available at <http://www.activatethecard.com.au/termsandconditions>; and
- (d) digital Prepaid Mastercard activation codes expire at 11:59pm AEST on the stated expiry date of the activation code. The expiry date provides 2 months in which the Digital Prepaid Mastercard activation code must be activated.

The Digital Prepaid Mastercard is valid until the expiry date shown on the front of the card in the Mobile Pay App (not less than 12 months from date of production) and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you notice prior to expiry.

The Mobile Pay Pre-paid Digital Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd. See [edgemobilepay.com/terms-and-conditions](https://edgemobilepay.com/terms-and-conditions) for terms and conditions, card expiry and to check card balance. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard

International Incorporated. The eftpos® prepaid gift card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 and distributed by Edge Loyalty Systems ABN 96 138 299 288 of 534 Church Street, Cremorne, VIC, 3121.

- 5 You are responsible for all other unspecified costs related to a prize, insurance (including excesses), mobile or data plans, installation costs, costs associated with ongoing use of a prize, etc.
- 6 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

#### **General**

- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 8 You must not:
  - (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 10 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 11 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 12 By entering, you request that your full address not be published.
- 13 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

#### **Liability**

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition

or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.