

PAW by Blackmores Skin and Ear Health Training Quiz Terms & Conditions

1. This document sets out the terms of participation in “PAW by Blackmores Skin and Ear Health training quiz” (the “**Competition**”).
2. The promoter is Blackmores Ltd. of 20 Jubilee Ave (PO Box 1725), Warriewood NSW 2102, ACN 009 713 437 (the **Promoter**).
3. These terms and conditions form information on how to enter the Competition.
4. Submissions of any surveys and acceptance of the prize is deemed acceptance of these conditions.

Eligibility

1. The pet owner (**entrant**) must be over 18-years-old and live in Australia. People who reside outside Australia are unable to enter the competition.
2. Employees of the Promoter and their immediate families and any organisation or individuals associated with the provision of the prizes are not eligible 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.
3. Each entry must be made in accordance with these Terms and Conditions. By entering the Competition, Entrants agree to be bound by these Terms and Conditions.
4. The Promoter reserves the right, at any time, to verify the eligibility of entries and the 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 Competition. 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

Competition Details

1. Entry into the Competition is free. Only one (1) entry is permitted per Entrant for the duration of the Competition Period (defined below).
2. The Competition commences 08:30am (AEDST) on Saturday 1st October 2022 and closes at 5:00pm on Saturday 31st December 2022 (“Competition Period”).
3. Any entry received after the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or incorrect entries.
4. All times referred to in these Terms and Conditions are in AEST, as per local NSW time.
5. All surveys must be submitted to PAW by Blackmores by 5:00pm on Saturday 31st December 2022

6. Four winners of a free PAW product will be selected in each state bimonthly over the competition period. Selection dates are as follows: Monday 31st October 2022 and Wednesday 30th November 2022.

Winner Announcement & Prize Redemption

1. The winners of the Competition will be contacted directly by PAW by Blackmores to be notified that they have won.
2. The winner will be notified by e-mail message and may be asked for their address or contact phone number.
3. The free PAW product will be hand delivered by your Customer Business Manager or delivered in the mail.
4. The stated prize value is the recommended retail value of the products in Australia.
5. Blackmores takes no responsibility for loss or damage of the prizes whilst they are in transit.
6. Blackmores decision is final and will not be negotiated.

How to Enter

1. To enter, Entrants must complete the following steps during the Competition Period:
1. Complete the Skin and Ear Health Training quiz and submit it.

General

1. This is a game of skill and chance plays no part in the determination of winners with each being individually judged on originality and creativity as determined by Blackmores in its sole discretion.
2. The Prizes, or any unused portion of a Prize, cannot be exchanged or transferred and cannot be redeemed for cash.
3. In the event that the Prize becomes unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a similar product to the same or greater value as the original prize, subject to any directions from a regulatory authority.
4. Subject to the unclaimed prize draw clause, if for any reason a Winner does not take or claim a Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
5. If any Prize remains unclaimed within one week of their winning notification, a re-draw will take place at the same time and place as the original draw, subject to any directions from a regulatory authority. The Winner(s), if any, will be notified via email.
6. Entrants agree that they are fully responsible for any materials they submit via the Competition, including but not limited to Photos ("**Content**"). The Promoter shall not be liable in any way for Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;

(b) their Content shall not contain viruses or cause injury or harm to any person or entity;

(c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;

(d) the Content is the original work of the entrant that does not infringe the rights of any third party;

(e) they consent to any use of the Content which may otherwise infringe the Content creator's moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and

(f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Entrant agrees to indemnify the Promoter for any breach of the above terms.

1. As a condition of entering this Competition, each Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
2. Decisions of the Promoter are final and will be binding on each person who enters the Competition and no correspondence will be entered into
3. If there is any event outside of the control of the Promoter that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the Prize to the Winner, the Promoter may, in its discretion, cancel the Competition and may recommence it at another time under the same or various conditions, subject to any applicable laws.
4. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the 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 Competition including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
5. 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, 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 directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate
6. 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 Competition.

7. 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, unauthorized 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 tax liability incurred by a Winner or an Entrant; or (e) use/redemption of a Prize.