

Blackmores Wellbeing Centre AO Promotion Terms & Conditions ("Conditions of Entry")

Schedule						
Promotion:	Blackmores Wellbeing Centre AO competition					
Promoter:	Blackmores Limited ABN 35 009 713 437, 20 Jubilee Ave Warriewood, NSW, (02) 9910 5000					
Promotional Period:	Start Date: 9.30am AEST 29/12/2016					
	End Date: 6:00pm AEST on 1/02/2017					
Eligible entrants:	Entry is open to Australian residents aged 18+. Promotion only valid for Blackmores Wellbeing Centre Westfield Bondi Junction.					
How to enter:	<p>To enter the Promotion, eligible entrants must complete the following steps:</p> <ol style="list-style-type: none"> 1. Visit the Blackmores Wellbeing Centre at Westfield Bondi Junction; 2. Fill out and complete the statement "I choose ..." on the stickers provided at the Blackmores Wellbeing Centre; 3. Stick on the board and 4. Fill out the membership form on Ipads provided; agree to the Terms of Service and the Privacy Policy, to become a member of Blackmores.com.au. 					
Number of entries permitted:	Limit one (1) entry permitted per person.					
Total Prize Pool:	\$429.95					
Prize:						
Prize Description	Number of this Prize	Value (per prize)	Winning Method	Entry Dates	Judging Date	Remarks
Westfield \$300 Gift Voucher plus Fitbit Flex	1 Winner	\$300.00 W voucher \$129.95 Fitbit Flex	Judging	29/12/2016 to 01/02/2017	02/02/2017	1 prize to be won through the Promotion Period. Blackmores Wellbeing centre staff will judge entries weekly and determine winners.
Notification of prize winner:	The winners will be notified in within fourteen (14) days following the judging via phone or email. Prizes must be collected by the winners at the Blackmores Wellbeing Store at Westfield Bondi Junction. The winning entries will also be published on Facebook, Twitter and Instagram.					
To whom prize is awarded:	The prize will be awarded to an individual (as determined by the Promoter).					
Unclaimed prize:	In the case that a prize is unclaimed, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.					

Terms and Conditions

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries must be received during the Promotional Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted up to 6.29pm AEST on 1 February 2017.

4. Judging:

- i. Each entry will be judged on the basis of the creative merit of the response provided with the entry, by the Promoter.
 - ii. The winner of the total prize will be determined from the entries on the Judging Date.
 - iii. The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
5. All reasonable attempts will be made to contact the winners.
 6. If the winner chooses not to take their prize (or is unable to), or he/she do not take or claim a prize by the time stipulated by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 7. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
 8. All costs associated with accessing any website used for entry will be responsibility of the entrant.
 9. Prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid.
 10. Entrants' personal information will be collected by the Promoter and the Promoter may use this information for future promotional, research and marketing purposes, including contacting the entrant electronically.
 11. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram.
 12. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy is located at <https://www.blackmores.com.au/privacy>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrant's personal information to third parties including its contractors and agents and prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
 13. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Personal information collected from entrants will not be disclosed to any entity outside of Australia.
 14. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
 15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
 16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
 17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries.
 18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. 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. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
 19. All material submitted on entry (e.g. photos, images, drawings, comments, sound/video recordings and answers to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or

discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. Entrants agree that their entry is their original work and does not infringe the rights or third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that 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. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. By entering, all entrants license and grant the Promoter, its affiliates and sublicensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sublicensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) 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. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment.
23. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.