

## **“NUROFEN COLES WIN A GARMIN” 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. Entry is only open to Australian residents aged 18 years or over.
3. 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.
4. Entries into the promotion open at 12.01AM AEDT on 03/01/22 and close at 11:59PM AEDT on 09/02/22 (“**Promotional Period**”).
5. To be eligible to enter, entrants must spend \$10 or more on any products at Coles Supermarket (either in store or online) in a single transaction (“**Qualifying Transaction**”). To enter, after completing their Qualifying Transaction, entrants must complete the following steps during the Promotional Period:
  - a) visit [www.nurofenfitness.com.au](http://www.nurofenfitness.com.au);
  - b) follow the prompts to the promotion entry page;
  - c) input the requested details including full name, last name, phone number, email address and residential address;
  - d) upload a copy of their purchase receipt clearly showing where the Qualifying Transaction was made, the product/s purchased and the date of purchase (which must be during the Promotional Period but before submitting an entry), and then
  - e) submit the fully completed online entry form.

Entrants will receive a return online message acknowledging their entry.

In the event that a purchase receipt is not automatically provided to the entrant at the time of making their Qualifying Transaction, it is the entrant's responsibility to request such material.

6. Only one (1) entry is permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, phone number and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant 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.
8. Incomplete or indecipherable entries will be deemed invalid.

9. Entrants must retain their original purchase receipt as proof of purchase. Failure to produce the proof of purchase 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 must clearly specify the store of purchase and that the purchase was made during the Promotional Period.
10. 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.
11. The Promoter's decision is final, and no correspondence will be entered into.
12. There will be a draw conducted for each day of the Promotional Period (37 in total) at 526/44 Lakeview Drive Scoresby VIC 3179 at 11:00am AEDT. Entries open at 12:01am AEDT and close at 11:59pm AEDT on each day of the Promotional Period. The winners from each day of the draw during the Promotional Period will be compiled on 10/02/22 (for Draws 1-37). Entries in each draw will NOT be entered into any subsequent draw/s. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn.
13. Winners will be notified by email within two (2) business days of the draw and their names will be published online at [www.nurofenfitness.com.au](http://www.nurofenfitness.com.au) on 16/02/22.
14. The first valid entry drawn randomly in each draw will each win a pair of Garmin Forerunner 245 Music Watches (in black) valued at \$579 RRP each (total value of \$1,158 RRP for each prize).
15. Total prize pool value is \$42,846.
16. Subject to the unclaimed prize draw clause (clause 18), if for any reason a winner does not take/redeem a prize by 16/03/22, then the prize will be forfeited.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. A draw for any unclaimed prizes may take place on 17/03/22 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by email and their names will be published at [www.nurofenfitness.com.au](http://www.nurofenfitness.com.au) from 25/03/22.
19. 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.
20. 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, pandemic, 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.

21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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.
23. 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.
24. 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.nurofen.com.au/privacy-policy>. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
25. The Promoter is Reckitt Benckiser (Australia) Pty Ltd (ABN 17 003 274 655) of Level 47/680 George St, Sydney NSW 2000 (Ph: 02 9857 2000). ("**Promoter**").

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