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365 HEALTH AUSTRALIA ATHELITE FOOD N FUEL PROMOTION

- THE COMPETITION IS OPEN TO ANY PERSON WHO PURCHASES ANY ATHELITE PRODUCT AT ANY CHEMIST WAREHOUSE IN AUSTRALIA.
- THE LOTTERY TO BE ADVERTISED IS TO BE KNOWN AS **ATHELITE FOOD N FUEL PROMOTION**
- APPROXIMATELY 10,000 SEPARATE ENTRIES WILL BE ENTERED

METHOD OF ENTRY

ATHELITE FOOD N FUEL PROMOTION DRAWS WILL TAKE PLACE ON: PROMOTION 1 - FRIDAY 16TH FEBRUARY 2024. PROMOTION 2 - FRIDAY 15TH MARCH 2024. PROMOTION 3 - FRIDAY 19TH APRIL 2024 AT SYDNEY NSW 2000, AUSTRALIA.

- ENTRIES INTO DRAW WILL COMMENCE ON 09/01/2024 AND CONCLUDE 12/04/2024.
 - ANY PERSON WHO PURCHASES ANY ATHELITE PRODUCT FROM CHEMIST WAREHOUSE MAY GAIN ENTRY INTO THE PROMOTION.
1. ONCE PURCHASE IS COMPLETE THE ENTRANT MUST KEEP THEIR RECEIPT / INVOICE OF THAT INDIVIDUAL PURCHASE OF ATHELITE PRODUCTS FROM CHEMIST WAREHOUSE.
 2. GO TO www.athelite.com.au AND VISIT THE PROMOTIONS PAGE
 3. ENTER THEIR CONTACT DETAILS THROUGH THE ENTRY BUTTON, THAT WILL INCLUDE – FULL NAME, RESIDENTIAL ADDRESS, EMAIL ADDRESS AND VERIFY THEY ARE 18 YEARS OF AGE OR OLDER.
 4. AFTER THE BEFORE MENTIONED INFORMATION IS ENTERED, THEY WILL THEN NEED TO UPLOAD A CLEAR COPY OF THEIR RECEIPT, EITHER SCANNED OR A PHOTO THROUGH THE CONTACT BUTTON PROVIDED.
 5. ONLY ONE ENTRY PER RECEIPT OF INDIVIDUAL PURCHASE WILL BE ACCEPTED IN ENTRY OF THIS PROMOTION.
- AS ENTRIES ARE COMPLETED, THEY WILL EACH BE ALLOCATED A NUMBER. THAT NUMBER WILL BE DETERMINED IN ENTERED ORDER FROM 1- 10,000 (APPROX) AS EACH ENTRANT COMPLETES THE ENTRY PROCESS.
 - ON THE DRAWING DATE OF THE PROMOTION, A NUMBER GENERATOR WILL SELECT PRIZE WINNERS IN ORDER OF PRIZES AVAILABLE FROM THE HIGHEST VALUE PRIZE DOWN TO THE LOWEST VALUE PRIZE.



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- AN ENTRANT CAN WIN A MAXIMUM OF THREE (3) PRIZES. IF A WINNER IS DRAWN OUT IN ANOTHER DRAW IT WILL AUTOMATICALLY ACTIVATE A REDRAW OF THAT PRIZE.
- THE PRIZE DRAW PROCESS WILL BE DONE UNDER THE SUPERVISION OF AN INDEPENDENT SCRUTINEER.

NATURE & VALUE OF PRIZES BUT NOT LIMITED TO:

3 INDIVIDUAL PROMOTIONS. DRAW DATES ARE AS FOLLOWS:

PROMOTION 1 - FRIDAY 16TH FEBRUARY 2024

PROMOTION 2 - FRIDAY 15TH MARCH 2024

PROMOTION 3 - FRIDAY 19TH APRIL 2024

PRIZES WILL INCLUDE BUT NOT LIMITED TO THE FOLLOWING –

ELECTRICAL APPLIANCE PRIZE or FOOD HAMPER PRIZE or MEAT & PRODUCE TRAY PRIZE or GIFT VOUCHER PRIZE or GROCERY ITEM PRIZE or CASH PRIZE, INDIVIDUAL PRIZE LIMITS WILL NOT EXCEED MAXIMUM ALLOWED VALUE FOR SPECIFIED TRADE PROMOTION.

100 X \$100 PETROL or GROCERY or GIFT or CASH = \$10,000 RRP

3 x \$1,969 RRP ATHELITE ULTRA VAULT MUSCLE GUN & RECOVERY PACKS = \$5,907 RRP

12 x \$370 RRP ATHELITE CRYOSPHERE PERFORMANCE AND RECOVERY PACK = \$4,440 RRP

30 X \$270 ATHELITE PERFORMANCE AND RECOVERY PACKS = \$8,100 RRP

30 X PERFORMANCE AND RECOVERY PROFESSIONAL PACKS = \$1,677 RRP

TOTAL TRADE PROMOTION VALUE = \$30,124.00

METHOD OF ENTRY

ATHELITE PROMOTION DRAWS WILL TAKE PLACE ON: PROMOTION 1 - FRIDAY 16TH FEBRUARY 2024. PROMOTION 2 - FRIDAY 15TH MARCH 2024. PROMOTION 3 - FRIDAY 19TH APRIL 2024 AT SYDNEY NSW 2000, AUSTRALIA.

- ENTRIES INTO DRAW WILL COMMENCE ON 09/01/2024
- ENTRIES INTO THIS DRAW WILL CONCLUDE ON 12/04/2024
- THE ABOVE-MENTIONED DATES CONSTITUTE THE PROMOTIONAL PERIOD
- IN ORDER TO ENTER THIS PROMOTION – A CUSTOMER THAT PURCHASES ANY ATHELITE PRODUCT FROM CHEMIST WAREHOUSE CAN QUALIFY FOR ENTRY INTO THIS PROMOTION.
- THIS PROMOTION IS CONDUCTED AND PROMOTED BY 365 HEALTH AUSTRALIA PTY LTD
- TO ENTER, ANY ENTRANT MUST HAVE A VALID POSTAL ADDRESS WITHIN AUSTRALIA
- ENTRY INTO THE PROMOTION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS
- BY ENTERING THE PROMOTION, ENTRANTS ACCEPT AND ACKNOWLEDGE FULL RESPONSIBILITY FOR THEIR DECISION TO PARTICIPATE IN THE PROMOTION AND TO TAKE A PRIZE IF THEY ARE SELECTED AS A WINNER



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- ALL ENTRY INSTRUCTIONS AND PRIZE INFORMATION PUBLISHED BY THE PROMOTER, FORM PART OF THESE TERMS AND CONDITIONS
- ENTRANTS CAN ONLY ENTER ONE PURCHASED RECEIPTED TRANSACTION. A PERSON MAY ENTER MORE THAN ONE TIME DEPENDENT ON SEPARATE RECEIPTED TRANSACTIONS. DUPLICATE RECEIPTS WILL BE DISQUALIFIED.
- 365 HEALTH AUSTRALIA PTY LTD AND THEIR IMMEDIATE FAMILY MEMBERS ARE NOT ELIGIBLE FOR ENTRY INTO THIS PROMOTION. IMMEDIATE FAMILY INCLUDES ONLY SPOUSES, PARENTS AND CHILDREN.
- ENTRIES INTO DRAW WILL COMMENCE ON 09/01/2024 AND CONCLUDE 12/4/2024 AEST.
- WINNERS WILL BE DRAWN ON: PROMOTION 1 - FRIDAY 16TH FEBRUARY 2024. PROMOTION 2 - FRIDAY 15TH MARCH 2024. PROMOTION 3 - FRIDAY 19TH APRIL 2024 AT SYDNEY NSW 2000, AUSTRALIA.
- WINNERS WILL BE ANNOUNCED AND NOTIFIED BY EMAIL OR PHONE CALL OR WEBSITE ANNOUNCEMENT: PROMOTION 1 - FRIDAY 16TH FEBRUARY 2024. PROMOTION 2 - FRIDAY 15TH MARCH 2024. PROMOTION 3 - FRIDAY 19TH APRIL 2024.
- PRIZE WINNERS WILL BE CHOSEN BY A RANDOM NUMBER GENERATOR IN HIGHEST VALUE PRIZE TO LOWEST VALUE PRIZE.
- PURCHASES OF ATHELITE PRODUCTS FROM CHEMIST WAREHOUSE ARE NECESSARY TO PARTICIPATE IN THIS PROMOTION
- THE PROMOTERS HOLD NO RESPONSIBILITY FOR ANY LOST, DELETED OR DAMAGED RECEIPTS OF PURCHASE FROM ANY CHEMIST WAREHOUSE.
- THE PROMOTERS MAY RETAIN THE ENTRANT'S DETAILS AND CAN BE USED BY THE PROMOTER TO COMMUNICATE FURTHER PROMOTIONS AND COMPETITIONS.
- ENTRANTS WILL HAVE THE OPTION TO OPT OUT OF ANY FURTHER PROMOTIONS
- BY ENTERING THE COMPETITION, ENTRANTS AGREE TO THE USE OF THEIR NAME AND OR TEXT ENTRY FOR PUBLICITY, PROMOTIONAL PURPOSES OR ANY OTHER USE IT SO DEEMS, WITHOUT COMPENSATION, AND WITHOUT OBTAINING ANY CONSENT FROM THE ENTRANT AND AGREE THAT THE PROMOTER WILL OWN WORLDWIDE COPYRIGHT FOR ANY SUCH COPY AND IN ALL MATERIAL INCORPORATING THE ENTRANT'S SUBMISSION.



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UNCLAIMED PRIZES

*PRIZE MUST BE CLAIMED BY 5:30PM (AEDT) ON 19.07.2024

IN THE EVENT THAT THE PROMOTER IS UNABLE TO MAKE CONTACT WITH THE WINNING ENTRANT(S) FOR ANY REASON BEFORE 5:30PM (AEDT) ON THE DRAW DATE, AT THE PROMOTER'S ABSOLUTE DISCRETION, THE PROMOTER MAY DETERMINE THAT THE WINNING ENTRANT(S) IS NO LONGER ELIGIBLE FOR THE PRIZE.

IN THE EVENT THAT THERE ARE NOT ENOUGH ENTRIES FOR ALL THE PRIZES TO BE DRAWN, ALL REMAINING PRIZES WILL BE CARRIED OVER TO THE NEXT PROMOTION.

TERMS AND CONDITIONS

1. THESE TERMS MUST BE READ TOGETHER WITH THE SCHEDULE FOR THIS PROMOTION. THE SCHEDULE DEFINES TERMINOLOGY USED IN THESE CONDITIONS OF ENTRY. PARTICIPATION IN THIS PROMOTION CONSTITUTES ACCEPTANCE OF THESE CONDITIONS OF ENTRY. WHERE THERE IS ANY INCONSISTENCY BETWEEN THE SCHEDULE AND THESE TERMS, THE SCHEDULE PREVAILS.
2. ENTRY IS OPEN ONLY TO ENTRANTS OF THE RELEVANT COUNTRY WHO COMPLY WITH THE ENTRY RESTRICTIONS (IF ANY). DIRECTORS, OFFICERS, MANAGEMENT, EMPLOYEES AND OTHER STAFF (AND THE IMMEDIATE FAMILIES OF DIRECTORS, OFFICERS, MANAGEMENT, EMPLOYEES AND OTHER STAFF) OF THE PROMOTER OR OF ITS RELATED BODIES CORPORATE, OR OF THE AGENCIES OR COMPANIES ASSOCIATED WITH THIS PROMOTION ARE INELIGIBLE TO ENTER.
3. THE PROMOTION WILL BE CONDUCTED DURING THE PROMOTION PERIOD.
4. TO ENTER THE PROMOTION, ENTRANTS MUST FOLLOW THE ENTRY MECHANIC ON THE WEBSITE OF 365 HEALTH AUSTRALIA PTY LTD DURING THE PROMOTION PERIOD.
5. IT IS THE RESPONSIBILITY OF EACH ELIGIBLE ENTRANT TO ENSURE THAT THEIR DETAILS, INCLUDING THEIR PHONE NUMBER AND EMAIL ADDRESS ARE CORRECT AND UP TO DATE.
6. ENTRIES MUST BE RECEIVED BY THE PROMOTER DURING THE PROMOTION PERIOD. ENTRANTS MAY SUBMIT UP TO THE MAXIMUM NUMBER OF ENTRIES. MULTIPLE ENTRIES (WHERE PERMITTED) MUST BE SUBMITTED SEPARATELY.
7. THE PROMOTER ACCEPTS NO RESPONSIBILITY FOR LATE, LOST, INCOMPLETE, INCORRECTLY SUBMITTED, DELAYED, ILLEGIBLE, CORRUPTED OR MISDIRECTED ENTRIES, CLAIMS OR CORRESPONDENCE WHETHER DUE TO ERROR, OMISSION, ALTERATION, TAMPERING, DELETION, THEFT, DESTRUCTION, TRANSMISSION INTERRUPTION, COMMUNICATIONS FAILURE OR OTHERWISE. THE PROMOTER HAS NO CONTROL OVER COMMUNICATIONS NETWORKS OR SERVICES, THE INTERNET, OR COMPUTER OR TELEPHONE NETWORKS OR LINES AND ACCEPTS NO RESPONSIBILITY FOR ANY PROBLEMS ASSOCIATED WITH THEM, WHETHER DUE TO TRAFFIC CONGESTION, TECHNICAL MALFUNCTION OR OTHERWISE. THE PROMOTER IS NOT LIABLE FOR ANY CONSEQUENCES OF USER ERROR INCLUDING (WITHOUT LIMITATION) COSTS INCURRED. ANY FORM OF AUTOMATED ENTRY USING ANY DEVICE OR SOFTWARE IS INVALID. ENTRIES VIA SMS OR EMAIL WHERE APPLICABLE ARE DEEMED TO BE RECEIVED AT THE TIME OF RECEIPT INTO THE PROMOTER'S DATABASE NOT AT THE TIME OF TRANSMISSION BY THE ENTRANT.



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8. THE DRAW WILL BE CONDUCTED IN ACCORDANCE WITH THE DRAW DETAILS. PRIZE/S WILL BE AWARDED TO THE VALID ENTRANT/S RANDOM NUMBER GENERATED IN ACCORDANCE WITH THE PRIZE MECHANIC.
9. THE JUDGES DECISIONS ARE FINAL AND NO CORRESPONDENCE WILL BE ENTERED INTO.
10. PRIZE/S ARE SPECIFIED IN THE PRIZE DETAILS. THE TOTAL PRIZE POOL IS SPECIFIED IN THE TOTAL PRIZE POOL SECTION OF THE SCHEDULE.
11. IN THE EVENT THAT THE PROMOTER IS UNABLE TO MAKE CONTACT WITH THE WINNING ENTRANT(S) FOR ANY REASON AFTER A THREE-MONTH PERIOD OF CONSIDERATION, AT THE PROMOTER'S ABSOLUTE DISCRETION, THE PROMOTER MAY DETERMINE THAT THE WINNING ENTRANT(S) IS NO LONGER ELIGIBLE FOR THE PRIZE.
12. IF FOR ANY REASON ANY PRIZES ARE NOT CLAIMED AFTER A THREE-MONTH PERIOD OF CONSIDERATION, AT THE PROMOTER'S ABSOLUTE DISCRETION, THE PROMOTER MAY DETERMINE THAT THE WINNING ENTRANT(S) IS NO LONGER ELIGIBLE FOR THE PRIZE. IN THE EVENT OF AFTER BEING REDRAWN THAT PRIZE IS STILL NOT CLAIMED, THAT PRIZE WILL CARRY OVER TO THE NEXT SELECTED PROMOTION.
13. ALL ENTRIES AND MATERIALS SUBMITTED TO THE PROMOTER IN CONNECTION WITH THIS PROMOTION, BECOME THE PROPERTY OF THE PROMOTER AND EACH ENTRANT WARRANTS THAT SHE/HE HAS THE RIGHT TO TRANSFER THESE TO THE PROMOTER. EACH ENTRY MUST BE THE ENTRANT'S ORIGINAL WORK. BY ENTERING THIS PROMOTION ENTRANTS: (A) CONSENT TO THE PROMOTER MAKING COPIES OF OR PUBLISHING THE WHOLE OR ANY PART OF THEIR ENTRY AND OTHERWISE EXPLOITING THE ENTRY AND ANY RIGHTS IN RELATION TO THE ENTRY, TO PUBLICISE THIS PROMOTION OR FOR ANY OTHER PURPOSES; AND (B) UNDERTAKE TO THE PROMOTER THAT THEIR ENTRY IS NOT, AND ITS USE BY THE PROMOTER WILL NOT BE, IN BREACH OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.
14. THE PROMOTER ACCEPTS NO RESPONSIBILITY FOR ANY BREACH OF CONTRACT OR ANY INFRINGEMENT OR OTHER VIOLATION OF COPYRIGHT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS OR INCOMPLETE ENTRIES AND/OR ENTRIES THAT, IN THE PROMOTER'S JUDGEMENT, CONTAIN OFFENSIVE, DEFAMATORY OR OTHERWISE OBJECTIONABLE OR INAPPROPRIATE MATERIAL OR THAT INFRINGE ANY THIRD-PARTY RIGHTS WILL BE DEEMED INVALID.
15. WHERE A PRIZE INCLUDES TICKETS, TICKETS ARE VALID FOR THE DATE OR PERIOD AS INDICATED ON THE TICKETS. TICKETS ARE SUBJECT TO THE CONDITIONS STIPULATED BY THE PROVIDER OF THE TICKETS.
16. THE PROMOTER MAY, IN ITS DISCRETION, REQUIRE ANY PERSON TAKING ANY PRIZE TO BE 18 YEARS OF AGE OR OVER.
17. THE PROMOTER MAY IN ITS ABSOLUTE DISCRETION, PROHIBIT AN ENTRANT'S PARTICIPATION IN THIS PROMOTION, CANCEL A PRIZE OR OTHERWISE CEASE TO PROVIDE ANY BENEFIT OF A PRIZE TO A WINNER AND THEIR COMPANION/S IF THE ENTRANT OR THE WINNER (OR THEIR COMPANION/S), IN THE OPINION OF THE PROMOTER, IS UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER DRUG, BEHAVES AGGRESSIVELY



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OR OFFENSIVELY, OR BEHAVES IN A MANNER WHICH MAY DIMINISH THE GOOD NAME OR REPUTATION OF THE PROMOTER OR ANY OF ITS RELATED BODIES CORPORATE (OR OF THE BUSINESS OF THE PROMOTER OR ANY OF ITS RELATED BODIES CORPORATE), IS CONTRARY TO LAW OR IS OTHERWISE INAPPROPRIATE.

18. THE PROMOTER ENCOURAGES CONSUMERS TO ENJOY ALCOHOL RESPONSIBLY. LEGAL AGED CONSUMERS ARE ADVISED TO CONSIDER THE SAFE DRINKING LEVELS RECOMMENDED IN THE NATIONAL HEALTH AND MEDICAL RESEARCH COUNCIL AUSTRALIAN ALCOHOL GUIDELINES. A FULL VERSION OF THE GUIDELINES IS AVAILABLE AT [HTTP://WWW.ALCOHOLGUIDELINES.GOV.AU/](http://www.alcoholguidelines.gov.au/).
19. AT THE PROMOTER'S REQUEST, WINNERS MUST PARTICIPATE IN, AND WHERE RELEVANT MUST PROCURE THAT THEIR COMPANION/S PARTICIPATE IN, ALL PROMOTIONAL ACTIVITY (SUCH AS PUBLICITY AND PHOTOGRAPHY) SURROUNDING THIS PROMOTION OR THE WINNING OF ANY PRIZE, FREE OF CHARGE, AND THEY CONSENT TO THE PROMOTER AND ITS RELATED BODIES CORPORATE USING THEIR NAME AND IMAGE IN PROMOTIONAL MATERIAL. WITHOUT LIMITATION, ENTRANTS CONSENT TO BEING BROADCAST, FILMED, PHOTOGRAPHED OR OTHERWISE RECORDED WITHOUT COMPENSATION WHILE PARTICIPATING IN THIS PROMOTION, OR IN TAKING OR USING ANY PRIZE, AND THEY CONSENT TO THE PROMOTER REPEATING ANY SUCH IMAGE, BROADCAST, FILM OR OTHER RECORDING AT ANY TIME.
20. IF AN ENTRANT IS UNABLE TO OR REFUSES OR FAILS TO TAKE PART IN ANY ELEMENT OF THIS PROMOTION, OR A WINNING ENTRY IS DEEMED NOT TO COMPLY WITH THESE TERMS, THE PROMOTER RESERVES THE RIGHT TO DISCARD THAT ENTRANT'S ENTRY AND PROCEED AS IF THAT ENTRANT HAD NOT ENTERED THE PROMOTION.
21. THE WINNER/S WILL BE NOTIFIED AS STATED IN THE NOTIFICATION OF WINNERS SECTION OF THE SCHEDULE AND THEIR NAME AND STATE OF RESIDENCE WILL BE PUBLISHED IN ACCORDANCE WITH THE PUBLICATION DETAILS. BY ENTERING THIS PROMOTION, EACH ENTRANT REQUESTS THAT HIS OR HER FULL ADDRESS NOT BE PUBLISHED.
22. IF ANY PRIZE IS NOT CLAIMED IN ACCORDANCE WITH THESE CONDITIONS OF ENTRY, THE RELEVANT WINNER'S ENTRY WILL BE DEEMED INVALID AND THE PROMOTER RESERVES THE RIGHT TO CONDUCT SUCH FURTHER DRAWS ON THE UNCLAIMED PRIZE DRAW DATE AS ARE NECESSARY TO DISTRIBUTE THE PRIZE/S, SUBJECT TO ANY DIRECTIONS GIVEN BY ANY RELEVANT AUTHORITY. IF REQUIRED BY LAW OR ANY RELEVANT AUTHORITY, THE WINNER/S WILL HAVE THEIR NAME AND STATE OF RESIDENCE PUBLISHED IN ACCORDANCE WITH THE UNCLAIMED PRIZE DRAW PUBLICATION DETAILS.
23. ENTRANTS ACKNOWLEDGE THAT THERE MAY BE INHERENT RISKS IN SOME ASPECTS OF THE PROMOTION, OR THE PRIZE AND THAT PARTICIPATION IN THE PROMOTION AND/OR USING THE PRIZE MAY INVOLVE PARTICIPATING IN DANGEROUS ACTIVITIES. BY ENTERING THIS PROMOTION AND/OR ACCEPTING THE PRIZE, ENTRANTS ACCEPT THAT RISK. (WHERE APPLICABLE, THE PROMOTER STRONGLY RECOMMENDS THE USER OF A PRIZE FAMILIARISE HIM/HERSELF WITH THE FEATURES OF THE PRIZE AND THAT APPROPRIATE PROTECTIVE CLOTHING IS WORN AT ALL TIMES WHEN THE PRIZE IS USED).
24. TO PARTICIPATE IN THIS PROMOTION AND/OR THE ACTIVITIES WHICH MAY BE AWARDED AS PART OF THE PRIZE, THE WINNER (AND THEIR COMPANION/S, AS APPLICABLE) MUST COMPLY WITH APPLICABLE



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PHYSICAL, HEALTH AND FITNESS, AND ANY OTHER REQUIREMENTS ASSOCIATED WITH THE PARTICULAR ACTIVITY. IT IS THE ENTRANT'S RESPONSIBILITY TO ENSURE THAT THEY (AND THEIR COMPANION/S, AS APPLICABLE) ARE SUFFICIENTLY HEALTHY AND FIT SO AS TO SAFELY PARTICIPATE IN THIS PROMOTION AND/OR UNDERTAKE THE ACTIVITIES INCLUDED IN THE PRIZE. THE PROMOTER RESERVES THE RIGHT TO DEEM THAT AN ENTRANT/WINNER (OR THEIR COMPANION/S, AS APPLICABLE) AS NOT SUFFICIENTLY HEALTHY OR FIT. THE ENTRANT/WINNER MUST COMPLY WITH ALL REQUIREMENTS AND DIRECTIONS OF THE PEOPLE RESPONSIBLE FOR THE CONDUCT OF THE RELEVANT ACTIVITY AND MUST ENSURE THAT THEIR COMPANION/S ALSO COMPLY, IF APPLICABLE.

25. WHERE REQUESTED BY THE PROMOTER, ANY ENTRANT OR WINNER (AND THEIR COMPANION/S, IF APPLICABLE) (OR IF AN ENTRANT, WINNER OR COMPANION IS NOT AN ADULT, THEIR PARENT OR GUARDIAN) MUST SIGN AN INDEMNITY AND EXCLUSION OF LIABILITY FORM (PROVIDED BY THE PROMOTER) IN FAVOUR OF ALL PARTIES INVOLVED IN THIS PROMOTION AND/OR PROVIDING THE PRIZE PRIOR TO UNDERTAKING ANY SPECIFIED ACTIVITIES FORMING PART OF THE PROMOTION OR PRIZE. IF ANY ENTRANT, WINNER, NOMINATED COMPANION OR PARENT/GUARDIAN (IF APPLICABLE) DOES NOT SIGN THE INDEMNITY FORM PROVIDED BY THE PROMOTER WITHIN THE TIME REQUESTED BY THE PROMOTER, THE RELEVANT ENTRANTS OR WINNERS' ENTRY OR CLAIM WILL BE DEEMED INVALID.
26. PRIZES AND PARTICIPATION IN THIS PROMOTION ARE SUBJECT TO ANY CONDITIONS IMPOSED BY THE SUPPLIER OR ORGANISER OF THE PRIZE, AS APPLICABLE.
27. 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) BY ANY PERSON IN CONNECTION WITH THIS PROMOTION OR ACCEPTING OR USING ANY PRIZE, EXCEPT FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW (IN WHICH CASE THAT LIABILITY IS LIMITED TO THE MINIMUM ALLOWABLE BY LAW).
28. WITHOUT LIMITING THE PREVIOUS PARAGRAPH, THE PROMOTER AND ITS ASSOCIATED AGENCIES AND COMPANIES AND ANY CHEMIST WAREHOUSE IN AUSTRALIA AND ITS RELATED BODIES CORPORATE WILL NOT BE LIABLE FOR ANY DAMAGE TO OR DELAY IN TRANSIT OF PRIZES.
29. ENTRANTS CAN ONLY ENTER IN THEIR OWN NAME. THE PROMOTER RESERVES THE RIGHT TO REQUEST THE WINNERS TO PRODUCE (WITHIN THE REQUESTED TIME) APPROPRIATE PHOTO IDENTIFICATION OR OTHER DOCUMENTATION (TO THE PROMOTER'S SATISFACTION, AT ITS SOLE DISCRETION) IN ORDER TO CONFIRM THE WINNERS' IDENTITY, AGE, RESIDENTIAL ADDRESS, ELIGIBILITY TO ENTER AND CLAIM A PRIZE AND ANY INFORMATION SUBMITTED BY THE WINNERS IN ENTERING THE PROMOTION BEFORE ISSUING A PRIZE. IF THE DOCUMENTATION REQUIRED BY THE PROMOTER IS NOT RECEIVED BY THE PROMOTER (OR ITS NOMINATED AGENT) OR THE WINNING ENTRY HAS NOT BEEN VERIFIED OR VALIDATED TO THE PROMOTER'S SATISFACTION WITHIN THE TIME REQUESTED, THE WINNER'S ENTRY WILL BECOME INVALID. THE PRIZE WILL ONLY BE AWARDED FOLLOWING ANY WINNER VALIDATION AND VERIFICATION THAT THE PROMOTER REQUIRES IN ITS SOLE DISCRETION.



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30. THE PROMOTER MAY, IN ITS SOLE DISCRETION, DISQUALIFY ANY OR ALL ENTRIES FROM, AND PROHIBIT FURTHER PARTICIPATION IN THIS PROMOTION BY, ANY PERSON WHO FAILS TO PROVIDE ADEQUATE IDENTIFICATION TO THE SATISFACTION OF THE PROMOTER, OR WHO TAMPERS WITH OR BENEFITS FROM ANY TAMPERING WITH THE ENTRY PROCESS OR WITH THE OPERATION OF THE PROMOTION OR ACTS IN VIOLATION OF THESE CONDITIONS OF ENTRY, ACTS IN A DISRUPTIVE MANNER OR ACTS WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON.
31. IF DUE TO ANY REASON WHATSOEVER THE PROMOTER BECOMES AWARE AFTER AN ENTRANT HAS WON A PRIZE THAT THE ENTRANT HAS NOT COMPLIED WITH THESE CONDITIONS OF ENTRY, THAT ENTRANT WILL HAVE NO ENTITLEMENT TO THE PRIZE, EVEN IF THE PROMOTER HAS ANNOUNCED THEM AS A WINNER AND THAT ENTRANT WILL BE REQUIRED, AT THE DIRECTION OF THE PROMOTER, TO RETURN, REFUND OR OTHERWISE MAKE RESTITUTION OF THE PRIZE.
32. PRIZES ARE NOT TRANSFERABLE OR EXCHANGEABLE (EXCEPT AS SET OUT IN THESE CONDITIONS OF ENTRY), NOR CAN THEY BE REDEEMED FOR CASH. THE PRIZE CANNOT BE SOLD, SCALPED, AUCTIONED, RAFFLED, PLEDGED OR PROMOTED AS AN INCENTIVE OR REWARD BY ANY THIRD PARTY AS AN INDUCEMENT FOR ANY PERSON OR OTHER ENTITY TO ENTER INTO ANY COMMERCIAL OR OTHER ARRANGEMENTS WITH THAT THIRD PARTY. IF A PRIZE IS OBTAINED THROUGH ANY OF THESE METHODS, IT WILL NOT BE HONOURED. IN THE EVENT FOR ANY REASON A WINNER DOES NOT TAKE AN ELEMENT OF ANY PRIZE AT THE TIME STIPULATED BY THE PROMOTER THEN THAT ELEMENT OF THE PRIZE WILL BE FORFEITED BY THE WINNER AND CASH WILL NOT BE SUPPLIED IN LIEU OF THAT ELEMENT OF THE PRIZE. PRIZE VALUE IS AS SPECIFIED ON THE DATE AT WHICH THE PRIZE VALUE IS VALID. THE PROMOTER ACCEPTS NO RESPONSIBILITY FOR ANY VARIATION IN PRIZE VALUE. WHERE A PRIZE IS UNAVAILABLE FOR ANY REASON, THE PROMOTER MAY SUBSTITUTE FOR THAT PRIZE ANOTHER ITEM OF EQUAL OR HIGHER VALUE AS DETERMINED BY THE PROMOTER, SUBJECT TO THE APPROVAL OF THE RELEVANT AUTHORITIES IN THE RELEVANT COUNTRY, IF REQUIRED. THE PROMOTER WILL NOT REPLACE ANY LOST OR STOLEN PRIZES.
33. THE PROMOTER ACCEPTS NO RESPONSIBILITY FOR ANY TAX IMPLICATIONS THAT MAY ARISE FROM WINNING OR RECEIVING THE BENEFIT OF THE PRIZE. INDEPENDENT FINANCIAL ADVICE SHOULD BE SOUGHT. WHERE THE OPERATION OF THIS PROMOTION RESULTS IN, FOR GST PURPOSES, SUPPLIES BEING MADE FOR NON-MONETARY CONSIDERATION, ENTRANTS AGREE TO 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.
34. IF FOR ANY REASON ANY ASPECT OF THIS PROMOTION IS NOT CAPABLE OF RUNNING AS PLANNED, INCLUDING BY REASON OF INFECTION BY COMPUTER VIRUS, NETWORK FAILURE, BUGS, TAMPERING, UNAUTHORISED INTERVENTION, FRAUD, TECHNICAL FAILURES OR ANY CAUSE BEYOND THE CONTROL OF THE PROMOTER, CORRUPTS OR AFFECTS THE ADMINISTRATION, SECURITY, FAIRNESS, INTEGRITY OR PROPER CONDUCT OF THIS PROMOTION, THE PROMOTER MAY IN ITS SOLE DISCRETION CANCEL, TERMINATE, MODIFY OR SUSPEND THE PROMOTION, OR INVALIDATE ANY AFFECTED ENTRIES, SUBJECT TO THE APPROVAL OF THE RELEVANT AUTHORITIES IN EACH RELEVANT COUNTRY, IF REQUIRED.



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35. ALL ENTRIES WILL BE THE PROPERTY OF 365 HEALTH AUSTRALIA PTY LTD. 365 HEALTH AUSTRALIA PTY LTD WILL NOT PASS ENTRANT INFORMATION ONTO ANY THIRD PARTIES, WITH THE EXCEPTION OF THE WINNER'S CONTACT DETAILS, WHICH WILL BE PROVIDED TO THE ASSOCIATED AGENCIES IN ORDER TO FULFILL THE PRIZE.
36. WHERE THE PROMOTION IS ADMINISTERED ON FACEBOOK, ENTRANTS AND PARTICIPANTS IN THE PROMOTION ACKNOWLEDGE THAT THE PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK AND ENTRANTS AND PARTICIPANTS IN THE PROMOTION RELEASE FACEBOOK AND ITS ASSOCIATED COMPANIES FROM ALL LIABILITY ARISING FROM THE PROMOTION. WARNINGS AND RELEASES EXCLUSIONS REGARDING THE EVENT.
37. WITHOUT LIMITING ANY OTHER RELEASE OR LIMITATION OF LIABILITY CONTAINED IN THESE CONDITIONS OF ENTRY, THE ASSOCIATED ENTITIES WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS SUFFERED BY ANY ENTRANT CAUSED BY ANY ACTS OR OMISSIONS OF THE ASSOCIATED ENTITIES, THEIR DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS ARISING OUT OF OR IN RELATION TO THE EVENT OR THE PRIZE UNLESS SUCH LIABILITY CANNOT BE EXCLUDED BY LAW