

## **“FILORGA” BRAND COMPETITION TERMS & CONDITIONS**

1. The following Terms and Conditions apply to this particular FILORGA brand prize draw competition as promoted by the Promoter, as listed in clause 3 of these Terms and Conditions (“**Promotion**”).

2. Participation in this promotion is deemed acceptance of these Terms and Conditions. And, by entering this Promotion you agree to be bound by these Terms and Conditions. Specific rules might include entry instructions and any other specific details, rules or conditions relating to this particular Promotion, and any other details that might be published on our or our promotion partners' website, social media platforms, and/or any other platform that may be found in any other media which features this Promotion. Information on how to enter and the prize form part of these Terms and Conditions

3. In these Terms and Conditions, '**we**', '**us**', '**our**' and '**Promoter**' all mean or otherwise refer to the company Cosmax Prestige Brands Pty Ltd (ABN 72 168 417 730) of Unit 13, 2-12 Beauchamp Road, Banksmeadow NSW 2019, Australia. Telephone: 02 9695 5678, Email: [reception@cosmax.com.au](mailto:reception@cosmax.com.au)

4. **FILORGA** refers to the Cosmetics Company and brand Laboratoires Filorga SA, the headquarters of which are located in the city of Paris, within the French Republic.

### **Start and End Date/Time**

5. The Promotion start 24<sup>th</sup> March 2021 12:00 AM (AEST) and end 30<sup>th</sup> June 2021 12:00 AM (AEST), unless an alternate start and end time is specified and notified. All times will be based on Australian Eastern Standard Time (“**AEST**”).

### **Entering the Promotion**

6. Entry to this Promotion is only open to Australian residents and aged 18 or over as of the date of the entry of the promotion. For the purpose of this competition, Australian resident is defined as a natural person residing in Australia and must have an Australian postal address at the time of the competition, and for the product to be delivered to the recipient if selected as one of the winner/s of the competition/s.

7. In any event, our employees, agencies, freelancers, contractors (and those of any of our promotion partners, associated companies or prize providers) and their immediate family or households members (whether related or not), and anyone else professionally involved with the relevant Promotion, are excluded from entering and from winning the prize draw competition (“**Excluded Individual(s)**”).

8. Entry into the Promotion will require providing responses to series of personal questions asked by the Promoter, including but not limited to, your date of birth, mailing address, email address, legal name. You will be requested to reply to skincare centric questions, including your skin type, skin concerns and any favourable skincare product types, for examples, cleanser, toner. These items are essential to the participation of this Promotion and your

submission and successful reception by the Promotor of these items will entitle you to an opportunity to receive a prize as listed in clause 20. (“**Individual Participant**”)

**9.** Further to the series of personal questions listed in clause 8, you will have the option of providing the e-mail address of up to three (3) third party individuals as invitees of this Promotion to enter the second competition for your chance to win RRP \$300 worth of FILORGA products. While providing such e-mail addresses is optional, it is required if you wish to enter the second competition to be eligible to receive FILORGA products listed and in accordance with clause 22.

**10.** There is no charge to enter the Promotion, in other words, it is free entry competition. However, as you are making your entry via Internet connection, the Promotor is not responsible for any failure in receiving submission due to your Internet connection failure or any other Internet related issues that affect your submissions. Incomplete and indecipherable entries will be deemed invalid.

### **Winner Notification**

**11.** If you win a prize, we will notify you within fourteen (14) calendar days of the end date of the Promotion. The notification will be delivered to you via email from email address [filorga@cosmax.com.au](mailto:filorga@cosmax.com.au). To claim the prize, you are required to respond to the email notification within the deadline set out in the relevant correspondence sent to you.

### **Prizes and Winner Selection**

**12.** The prize or prizes will be as described within the Promoters’ website or the particular website page associated with the Promotion. Imagery may be for illustrative purposes only, and colours and other minor details may vary. The prizes described within these terms and conditions are for reference purposes only and are not to be interpreted as absolute description of the prizes. The Promoter will not be held in anyway liable or responsible for the Individual Participant’s misinterpretation of a product name and/or expectation of a similar and/or identically named product/s.

**13.** Each prize is non-transferable, non-refundable and no cash alternative is available. Total prize pool value is up to \$9,300 (including the total prize for first and second competition).

**14.** If we consider it necessary or appropriate, a prize or prizes (or part thereof) may be varied or swapped for a suitable alternative that will be decided in our sole discretion.

**15.** If you fail to claim the prize within the time limit or fail to comply with any other instructions or time limits notified to you or if you provide us with incorrect or fraudulent information, you will forfeit your right to the prize/s. **We will then select an alternative winner.** You will need a proof of your identification to claim a prize.

**16.** You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing.

**17.** The prize cannot be used in conjunction with any other offers, promotions or prizes.

**18.** Unless otherwise stated you may not win more than one prize per Promotion competition and we reserve the right to withhold or reclaim any second or subsequent prize.

**19.** You must comply with all lawful instructions and terms and conditions, including health and safety requirements and instructions, of the prize provider, the airline and other carriers, organizers, venues, partners and providers involved in the Promotion and/or the prize.

**20.** Individual Participants will be eligible for an opportunity to win one of one hundred (100) FILORGA MESO-MASK Smoothing Radiance Mask 50ml (full-sized) with a Recommended Retail Price of AUD \$90.00 (FILORGA MESO-MASK). A total of 100 Individual Participants will be selected as winners and recipients of the FILORGA MESO-MASK.

**21.** Within the pool of Individual Participants who are eligible under clause 6,8 and 20, the total of one hundred (100) winners will be selected at random. This will be done by an automated process or a process, which will be conducted or supervised by an independent person, as per the Promoter's discretion.

**22.** Of the Individual Participants who have provided details of a third party ("**Referred Individual**"), and such Referred Individuals engage in the promotion as participants (therefore, in effect becoming an Individual Participant), such Individual Participant will be eligible for further FILORGA products from the second competition, including Optim-Eyes Contour Cream 15ml (full-sized) with a RRP of \$79.00, Time-Filler Absolute Wrinkles Correction Cream 50ml (full-sized) with a RRP of \$119.00, Hydra-Hyal Intensive Hydrating Plumping Concentrate 30ml (full-sized) with a RRP of \$100.00, and a Sample/s product to the value of \$2.00. The Promoter holds full discretion as to the substitution of the product to be provided under this clause and to provide such substitute product/s, which may be of similar RRP value to the product listed in this clause.

### **Use of Your Entry**

**23.** You warrant and undertake (i.e. guarantee), that:

**23.1** By entering into this competition/Promotion you consent and agree to the terms and conditions set out in this terms and conditions. And that, you own and control all of the rights in your entry, and you have the right to grant the rights set out in these terms and conditions.

**23.2** You have obtained consent or will otherwise be fully responsible for any complaint arising from a Referred Individual who claims that their e-mail address was provided without proper oral, written, or presumed consent.

**23.3** Your entry does not violate any applicable law or regulation.

**24.** You will sign such document as we reasonably request, at no cost to us, to confirm any or all of the above.

**25.** Unless otherwise stated, your entry will not be rescinded.

## **Data Protection and Permitted Usage**

**26.** Your personal data will be collected and processed by us as well as the prize providers, in order to administer this Prize Draw competition/Promotion.

**27.** 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.cosmax.com.au/about-us/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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

## **Liability**

**28.** If we consider that you or your entry are in breach of these terms and conditions, or if we have grounds to suspect any entrant or third party of cheating, deception or fraudulent or unsportsmanlike conduct of any kind (including, without limitation, manipulating the Promotion, choice of prize winner(s) or any entry), without limiting the options available to us, we reserve the right in our sole discretion (and without us incurring any liability) to disqualify any entrant, entry or person we reasonably believe to be responsible for, or associated with, such activity. We also reserve the right to disqualify you from the Promotion and/or prize (without us incurring any liability) if in our reasonable opinion you or your guests or companions conduct yourselves in a way which is abusive or which exposes you or others to any medical, security, safety or similar risk whatsoever. You agree that you will not do anything which is likely to bring us or any of our promotion partners into disrepute or which might adversely affect our reputation or the Promotion.

**29.** Save that nothing in these terms and conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we (and the promotion partners and any providers of a prize) (a) shall have no liability in relation to any act or omission of any third party and (b) exclude all liability to you and anyone else for any indirect loss, damage or harm of any kind arising from or in connection with the Promotion and prizes and your use or enjoyment of them. (c) Any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by us) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that state in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of and/or taking a prize.

**30.** 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 and/or taking a prize.

**31.** In no event will our and/or the promotion partners' total aggregate liability to you exceed the cost of the prize.

**32.** Unless otherwise expressly stated, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Twitter, Facebook, Instagram or YouTube). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter only, and NOT to any social media platform.

#### **Other rules**

**33.** We reserve the right to withdraw or amend any Promotion, and/or these terms and conditions if we consider it necessary or appropriate to do so for any reasons beyond our reasonable control or if there has been a publishing and/or printing error, etc. Any changes will be posted here and/or on our website.

**34.** When entering the Promotion or claiming a prize you must use your legal name, that can be proven by way of providence of an identification document as requested by the Promoter, if deemed necessary. You may be required to provide us with proof of your identity and eligibility on request. Failure to provide adequate information (or to adequately prove eligibility) may result in your disqualification and/or withholding or withdrawal of a prize. We reserve the right, and absolute sole direction, to determine the identity of the entrant, and our decision in relation to this will be final no further correspondence will be entered into or provided to the individual attempting participation in the promotion.

**35.** No multiple, bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. We will, at our absolute discretion disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods (including multiple entries, unless permitted) from the same IP address, telephone number, or similar. You may **not** enter the Promotion if you have been given the answer(s) or any other relevant information in relation to the Promotion, directly or indirectly by any Excluded Individual.

**36.** You agree to keep confidential any information, which you know or reasonably ought to know, is confidential and which relates to us, our business, the Promotion, or the prize/s.

**37.** In these terms and conditions and any promotional materials, examples are given to help illustrate some terms, they are not exhaustive and do not limit those terms in any way.

**38.** In the event of any dispute, our decisions are final and no correspondence will be (required to be) provided or entered into.

**39.** 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, unauthorised intervention or fraud, the Promoter reserves the right, in its absolute 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.

**40.** Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

**41.** These terms and conditions represent the entire agreement between you and us in relation to the Promotion and the prize. The invalidity, illegality, or unenforceability of the whole or any part of the terms and conditions does not affect the remainder of these terms and conditions which will remain in full force and effect and such invalidity of the part of terms and conditions will be held to be severable from the entirety of the terms and conditions. These terms and conditions do not create any right or benefit enforceable by any third party.

**42.** The Promotion, and these terms and conditions, are governed by the laws of the state of New South Wales and where applicable the law of the Commonwealth of Australia and/or the laws of the state or territory of which the promotion participating individual is located. Any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the state of New South Wales or, where applicable, the courts of the Commonwealth of Australia with federal jurisdiction.

**43.** For all enquiries in relation to a Promotion or these terms and conditions, please direct your enquiries to the Promoter's e-mail address at [filorga@cosmax.com.au](mailto:filorga@cosmax.com.au).