

QV LiveLife PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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 (“**Entrants**”). Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by Ego Pharmaceuticals Pty Ltd (the Promoter) to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter, Participating Stores (as defined below) 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 1st cousin.
4. Entries into the promotion open at 12.00am AEDT on 1/9/2023 and close at 11:59pm AEDT on 6/10/2023 (“**Promotional Period**”).
5. This QV LiveLife Promotion (“**Campaign**”) is a game of chance.
6. To be eligible to enter, individuals must purchase any QV product (excluding lip balm) from a Participating Store during the Promotional Period (“**Qualifying Transaction**”). Individuals must ensure they receive a purchase receipt for the Qualifying Transaction.
7. A participating store is any LiveLife store in NSW or QLD (each a “**Participating Store**”).
8. To enter, individuals must enter their name, address and phone number of the back of the original receipt for the Qualifying Purchase and place the original receipt with completed details into a QV competition box at any Participating Store during the Promotional Period (“**Entry**”).
9. Multiple entries are permitted, subject to the following:
 - (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of QV products purchased in that transaction); and
 - (b) each entry must be submitted separately and in accordance with entry requirements.
10. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole and absolute 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 promotion. Errors and omissions may be accepted at the Promoter's sole and absolute 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.

11. Entries not completed in accordance with these Terms and Conditions will be rejected and any late, incomplete, indecipherable or illegible Entries will be deemed invalid. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission.
12. Errors and omissions may be accepted at the Promoter's sole and absolute discretion however, failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the entrant.
14. Any costs associated with applying, entering or participating in the Campaign (including internet access and download charges) will be at the cost of the Entrant.
15. Entrants agree to their Entry, name and photo being used by the Promoter and/or LiveLife in the future and grant the Promoter and LiveLife a non-exclusive, royalty-free, perpetual, worldwide, irrevocable and sub-licensable transferable licence to use, reproduce, modify, adapt, publish and display the Entry, name and photo for any purpose in any media without compensation, restriction on use, attribution or liability.
16. Without limiting the above, the Entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter as a result of any breach of the above warranties.
17. Unless expressly permitted by these Terms and Conditions, participation in this Campaign does not entitle any person or Entrant to use any of the Promoter's intellectual property rights (including any trademark or content) for any purpose.
18. There will be three (3) winners randomly selected from the entries received throughout the Promotional Period. The draw will take place at LiveLife 29 Project Ave, Noosaville QLD 4566 within the first five (5) business days after entries close. For the removal of doubt, no draw will be conducted during the weekend or on a public holiday in State of Queensland (QLD). The Promoter may select additional reserve entries and record them in case an invalid entry or ineligible entrant is selected. The winners will be notified in writing within ten (10) business days of the winners being selected and their names will be published online at <https://lifelife-pharmacy.com/news/>
19. The Promoter's decision is final and no correspondence will be entered into.
20. Prize pool - Win 1 of 3 12 month supply of QV products each valued at RRP\$1000.00 The prize will be posted to the winner to the address provided by the winner on the entry. Prize value is based on use of approximately \$83 of QV products per month, products to be selected by Winner up to the prize value and provided through the 12-month period. Total prize pool is \$3000.
21. The Promoter will use its reasonable endeavours to deliver the Prize to the Winner within 28 calendar days of being selected pursuant to the above clauses.

22. If the Promoter is unable to contact a Winner, or the Winner does not claim their Prize within three (3) months of being notified they are a Winner, then that Winner will forfeit their Prize and no cash or other prize will be awarded in lieu.
23. It is an Entrant's responsibility to notify the Promoter if their personal details change during the Promotional Period. If a Winner fails to provide a valid or complete address for delivery of the Prize, or delivery has not been successful to an address provided (after reasonable attempts by the Promoter) the Prize shall be forfeited by the Winner.
24. Prizes are not transferable or exchangeable and cannot be taken as cash. If any Prize is unavailable, the Promoter may at its sole and absolute discretion substitute the Prize with a prize of equal value.
25. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent/guardian on the winner's behalf.
26. All Entries become the property of the Promoter.
27. As a condition of accepting a Prize, a Winner may be requested to sign legal documentation in the form required by the Promoter, including a release and indemnity form.
28. 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.
29. If this Campaign 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 and absolute 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.
30. The Promoter may in its absolute discretion, but subject to State and Territory laws, modify, suspend, cancel, recommence or extend this Campaign as appropriate if:
 - a) for any reason, this Campaign is not capable of running as planned due to technical, hardware or software failures or interferences, or changes to third party sites or platforms, which affect the administration, operation, security, fairness, integrity or proper conduct of the Campaign;
 - b) the level of interest or participation in the Campaign is insufficient or there has been some delay in commencing the Campaign; or
 - c) the Entry determination of Winners or delivery of Prizes is prevented, hindered or affected by any external agent or event beyond the reasonable control of Ego Pharmaceuticals.
31. If any term or condition of these Terms and Conditions or the application thereof to any person or any circumstance shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms, agreements and conditions shall not be affected.

32. If the Prize is to be 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 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 Terms and Conditions, 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 Terms and Conditions or otherwise.
33. 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.
34. 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.
35. 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.egopharm.com/au/en/privacy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter and LiveLife 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.
36. The Promoter is Ego Pharmaceuticals Pty Ltd (ABN 86 005 142 361) of 21-31 Malcolm Road, Braeside, VIC 3195.