**“$200 GIFT CARD GIVEAWAY” 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 who receive an email from the Promoter, containing the promotional survey.
3. Employees (and their immediate families) of the Promoterand 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 on 24/04/2024 and close at 11:59pm AEST on 14/05/2024 (“**Promotional Period**”).
5. To be eligible to enter, individuals must undertake the following steps during the Promotional Period:
* Complete the survey questions in full;
* Provide their full name and a valid email address when prompted; and then
* Click the ‘Done’ button.
1. Only one (1) entry is permitted per person.
2. 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 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 thepromotion. 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.
3. Incomplete or indecipherable entries will be deemed invalid.
4. 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.
5. The draw will take place at 15 Chapel Steet, Cremorne, Victoria on 16/05/2024 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winnerwill be notified in writing by email within seven (7) business days of the draw and their name will be published on the following websites, <https://communitypharmacy.com.au/> on 17/05/2024
6. The Promoter’s decision is final and no correspondence will be entered into.
7. The first valid entry drawn will win a $200 Visa Gift Card and we will be offering two (2) vouchers with one winner from Community Pharmacy Wantirna and Community Pharmacy Glen Huntly.
8. Any ancillary costs associated with redeeming the Visa Gift Card are not included. Any unused balance of the Visa Gift Card will not be awarded as cash. Redemption of the Visa Gift Card is subject to any terms and conditions of the issuer including those specified on the Visa Gift Card.
9. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
10. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
11. Total prize pool value is $400.
12. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
13. A draw for the prize, if unclaimed, may take place on 15/06/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if one is required, the winner will be notified in writing by email within seven (7) business days of the draw and their name will be published on the following websites, will be published on the following websites, <https://communitypharmacy.com.au/> on 17/06/2024
14. 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.
15. 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 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.
16. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.
17. 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.
18. 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 the prize.
19. 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://ipa.staging.dod.host/wp-content/uploads/2024/03/PAGPrivacyPolicy08-08-22Updated.pdf>. 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. From time to time, Independent Pharmacy of Australia Group may use third party IT service providers in the conduct of its business, who may store customer information in servers located in other countries, such as in New Zealand and the USA.
20. The Promoter is Independent Pharmacy of Australia (ABN 73 609 137 546) of 15 Chapel Street, Cremorne, VIC 3121, Australia.