

**“INC KICK4CASH CONSUMER PROMOTION – ROUND 23 BRISBANE LIONS V NORTH
MELBOURNE”**

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 aged 18 years or over who are a member of the Brisbane Lions Football Club.
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 1st cousin.
4. Promotion commences on 12/08/2017 and closes at 11:59pm AEST on 23/08/2017 (“**Promotional Period**”).
5. To enter, individuals must, during the Promotional Period, visit www.Lions.com.au/INC, follow the prompts to the promotion entry page, fully complete the online entry form with the requested details (including full name, mobile number and email address) and submit the fully completed online entry form.
6. 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 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.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry is permitted per person.
9. 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.
10. The competition winner will be randomly selected using an automated competition drawing software on the 24/08/2017. The Promoter will draw additional reserve entries and record them in order for the purposes outlined in clause 13 below.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn in each draw will each receive the following prize, valued at \$80.00:
 - A double pass to Round 23 Brisbane Lions v North Melbourne at the Gabba; Vulture St, Woolloongabba QLD on Saturday 26th of August 2017 and the opportunity to take part in the on field ¼ INC Kick4Cash activity. If the winner chooses to participate in the on field ¼ INC Kick4Cash activity, they will also receive one of the following prizes; \$10,000, \$2,000 of INC Sports Nutrition, \$500 or \$150 INC Sports Nutrition Prize Pack.
13. The winner will be notified in writing within one (1) business day of the relevant draw date. The winner must claim their prize within one (1) business day of the relevant draw date. If the winner does not redeem the prize within one (1) business day of the relevant draw date, they will forfeit their right to the prize and the Promoter will contact the next drawn winner from the list of reserves, until a winner is confirmed.

14. The prize is the double pass to Round 23 Brisbane Lions v North Melbourne at the Gabba; Vulture St, Woolloongabba QLD (Saturday 26th of August 2017) and does not include any transfers, accommodation, flights, meals or any other costs associated with redeeming the prize.

15. If for any reason a winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

16. 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.

17. The double pass to Round 23 Brisbane Lions v North Melbourne at the Gabba; Vulture St, Woolloongabba QLD (Saturday 26th of August 2017) is subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.

18. Total prize pool value is up to \$10,080.

19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. 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.

21. 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.

22. Any cost associated with accessing the entry website is the entrant's responsibility and is dependent on the internet service provider used.

23. 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.

24. 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) if the Round 23 Brisbane Lions v North Melbourne at the Gabba is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) attendance at the prize event.

25. 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 www.chemistwarehouse.com.au/AboutUs/privacy. 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 entrant's personal information to any entity outside of Australia.

26. The Promoter is CW Media Pty Ltd (ABN 43 913 252 975) of 44 Raglan Street, Preston VIC 3072. Telephone 03 9462 9111.