

## **“CENTRUM GAME DAY \$10,000 GIVEAWAY” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions.
2. The Promoter is Pfizer PFE Australia Pty Ltd (ABN 17 169 276 920) of 38-42 Wharf Road, West Ryde NSW 2114. Telephone 1800 555 057.
3. Entry is only open to individuals that; (a) have a ticket to, and attend, the Sydney Swans vs Port Adelaide AFL match at the Sydney Cricket Ground (“**SCG**”) on 25/03/2017 (“**AFL Match**”); and (b) receive a free Swans Chemist Warehouse Centrum T-shirt upon entering the AFL Match (“**Eligible Individual**”).
4. Directors, managers and 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 1<sup>st</sup> cousin.
5. During the first quarter break of the AFL Match, the Promoter will randomly select an Eligible Individual from the crowd within the stadium of the SCG and ask them if they would like to participate in the ‘Find the Centrum Logo/ pack’ game at third quarter break (the “**Game**”).
6. To be eligible to be selected, the Eligible Individual must (a) be wearing their Swans Chemist Warehouse Centrum T-shirt; (b) be able to participate in a Game at third quarter break on the main playing ground of the SCG stadium; and (c) agree to these Terms and Conditions. If a person selected by a representative of the Promoter does not wish to participate in this promotion, or is not considered an Eligible Individual in accordance with Clauses 3 and 4 above, a new Eligible Individual will be randomly selected and this process will continue until the Promoter has an Eligible Individual who can play the Game as instructed at third quarter break (“**Participant**”).
7. At the third quarter break, the Participant will be required to play the Game. At the commencement of the Game the Participant will be shown an image of three (3) virtual Chemist Warehouse’s, projected on the big SCG stadium screen (for the audience to see and watch). Each Chemist Warehouse image will be numbered between 1 and 3 and one of the images will contain a Centrum logo/ pack inside. The Promoter’s representative will ask the Participant to choose a number between 1 and 3 and then once the Participant’s number has been chosen the images of the Chemist Warehouses will begin to rotate and when they stop rotating the Participant’s chosen Chemist Warehouse will reveal if it contains a Centrum Logo/pack inside. If the Chemist Warehouse image reveals the Centrum logo/ pack inside it, the Promoter will announce to the stadium that the Participant has

won the prize. The prize is \$10,000 awarded in the form of a cheque made out in the Participant's name ("**Winner**").

8. A copy of these Terms and Conditions will be provided to the Participant once randomly selected during the first quarter break. The Participant must read and sign these Terms and Conditions as indication of their acceptance of the Terms and Conditions before agreeing to play the Game at the third quarter time. In the event the Participant is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf. Once the Winner is verified, the Winner will be required to provide their full name, residential address, mobile phone number to the official for the purposes of awarding the prize.
9. As a condition of accepting the prize, the Winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event the Winner is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
10. The Promoter reserves the right, at any time, to verify the validity of Participants (including their identity, age and their official AFL Match ticket) and reserves the right, in its absolute discretion, to disqualify any Participant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry and/or Game process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Method considered suitable for verification is at the Promoter's absolute discretion. Errors and omissions may be accepted at the Promoter's 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. If there is a dispute as to the identity of a Participant and/or Winner, the Promoter reserves the right, in its absolute discretion, to determine their identity.
12. The Winner's name will be published in The Australian on 30/03/2017.
13. The Promoter's decision is final and no correspondence will be entered into.
14. If the Winner of the prize is under the age of 18 years, the prize will be awarded to the Winner's nominated parent or guardian on the Winner's behalf.
15. If for any reason the Winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.

16. Total prize value is \$10,000. The prize, or any unused portion of the prize, is not transferable or exchangeable.
17. The Winner consents to the Promoter using their name, likeness, image and/or voice (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.
18. 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 war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, technical difficulties, unauthorised intervention, directions of regulators or industry self-regulatory bodies, fraud, or anything which corrupts or affects the administration, security fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its absolute discretion, to the fullest extent permitted by law: (a) to disqualify any Participant and/or Winner; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any attempt to undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by a Participant, the Participant agrees to indemnify the Promoter for those losses, damages and costs.
20. 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**"). However, to the extent permitted by law, the Promoter makes no warranties and accepts no liability in relation to any prize, its condition or fitness for any purpose.
21. 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 AFL Match event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by the Winner (independent financial advice should be sought); or (g) taking and/or use of the prize.

22. The Promoter collects personal information ("**PI**") from the Winner in order to conduct the promotion and award the prize 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 online at <http://pfizer.com.au/privacy>. 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.

NSW Permit No. LTPS/17/11034