

## **UFS Pharmacies Competition Terms & Conditions – \$100 gift voucher**

### **1. VARIABLES**

1.1 Commencement time and date: 9:00am 16<sup>th</sup> January 2012

1.2 Closing time and date: 5:00pm 5<sup>th</sup> February 2012

**Dates/Times:** (All times are references to EST) 1.3 Draw time and date:

1.4 Winners will be notified by email. The name and suburb of the winners will be published on the Bendigo UFS Pharmacies website [www.bendigoufs.com.au](http://www.bendigoufs.com.au) on 8<sup>th</sup> February 2012. By entering, each entrant requests that his or her full address not be published.

1.6 Unclaimed Prize Draw Date: 10:00am 7<sup>th</sup> May 2012

### **2. WHO MAY ENTER THE COMPETITION**

The only persons who may enter and be awarded prizes are residents of Australia, who (A) are members of UFS Pharmacies, and (B) are not (i) directors or employees of, or contractors to, the Promoter or any of the agencies or companies involved with this competition, or (ii) members of the immediate family of such directors, employees and contractors. "Immediate family" means spouse, defacto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director/employee/contractor.

### **3. ENTRANTS BOUND BY CONDITIONS**

By participating, entrants agree to be bound by these conditions.

### **4. HOW TO ENTER**

Entrants must (i) complete the official competition entry form with all the requested details or update their details on the UFS Pharmacies website, including their email address and include the word 'competition' in the comments section; and (ii) read and agree to these conditions.

### **5. LIMITATIONS ON ENTRY**

There is a limit of one entry per entrant. Multiple entries received from an entrant or multiple entries made by the same person from multiple email addresses will be deemed invalid.

### **6. DURATION**

This competition commences on the time and date set out in variable 1.1 and closes at the time and date set out in variable 1.2. Entries must be received by the Promoter during the competition period.

### **7. SELECTION OF WINNERS**

The draw will take place at the times and dates specified in variable 1.3 at UFS Pharmacies, 379 Hargreaves St, Bendigo, Vic 3550. The first valid entry randomly drawn from all entries received will win a prize as specified in paragraph 8 below. Entries not fully complying with these conditions of entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with this paragraph. The Promoter's decision is final and no correspondence will be entered into.

If a prize is not accepted or claimed within 3 months of the draw, the relevant winner's entry will be deemed invalid and a further draw will be held on the date specified in variable 1.6 to distribute the prize(s).

### **8. PRIZES**

The first valid entry drawn will win a UFS Pharmacies gift voucher valued at \$100 (inc. GST).

The Promoter takes no responsibility for any variation in prize value. Total prize pool valued at \$100. Prizes are not transferable, exchangeable or redeemable for cash. In the event that a prize is unavailable, the promoter reserves the right to substitute a prize of equal or greater value. The voucher is not transferable, redeemable for cash or for re-sale.

The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

All prizes will be sent to the winner's address as recorded in the UFS Pharmacies' database. UFS Pharmacies will not take responsibility for any lost or undelivered prizes if a winner's address details are incorrect. All members can update their details in store or emailing [info@bendigoufs.com.au](mailto:info@bendigoufs.com.au). If a prize is returned to UFS Pharmacies' address, the winner will be notified by e-mail and can claim the prize by providing their correct postal address. The Promoter and its associated agencies and companies will not be liable for any damage in transit to prizes.

If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.

## **9. EXCLUSION OF LIABILITY**

The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the goods or services offered as prizes. To the extent permitted by law, the Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize. This clause does not affect, and is not intended to affect, any rights a consumer might have which are not able to be excluded under applicable Australian consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the minimum allowable by law.

## **10. WINNER NOTIFICATION AND PUBLICATION**

All winners will be personally notified in writing within 7 days after the draw date. The name and suburbs of the winners will be published in accordance with the provisions of condition 1.4.

## **11. OWNERSHIP OF ENTRIES**

All entries become and remain the property of the Promoter.

## **12. PUBLICITY**

All winners consent to the use of their name, suburb of residence and image for promotional and marketing purposes and agree to participate in all promotional activities (such as publicity and photography) free of charge as requested by the Promoter.

### **13. INTERNET**

If for any reason any aspect of this competition is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the competition or invalidate any affected entries. The Promoter may disqualify all entries from, and prohibit further participation in this competition by, any individual who tampers with, or benefits from any tampering with, the entry process, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, transmission interruption or delay, deletion, defect, communications line failure, theft, destruction, unauthorised access to, or alteration of, entries or otherwise. The Promoter is not responsible for telephone network or lines, computer online systems, servers, providers, computer equipment or software and accepts no responsibility for any problems associated with them, whether due to technical problems, traffic congestion or otherwise.

### **14. PRIVACY**

The information entrants provide is collected and used by the Promoter in accordance with UFS Pharmacies' privacy policy and for the purpose of conducting this competition. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address below.

### **15. PROMOTER**

The Promoter is UFS Pharmacies, ABN 51 087 822 268, 369 Hargreaves Street, Bendigo VIC 3550.

### **16. HEADINGS**

The headings in these Terms & Conditions are for convenience only and do not affect interpretation.