

Schedule to Terms and Conditions

Chemists' Own Win a Car Terms and Conditions	
Competition	Chemists' Own Win a Car Promotion
Promoter	The promoter is Arrotex Pharmaceuticals Pty Ltd (ABN 30 605 552 234), 15-17 Chapel Street, Cremorne 3121, Victoria, Australia (Promoter).
Competition Period	Start Date: 1 May 2022 at 12:01am AEDT
	End Date: 31 July 2022 at 11:59pm AEDT
	No entries will be accepted after this time
Eligible Entrants	<p>Entry is open to all Australian residents aged 18 years and over (excluding those stipulated in clause 6 of the Terms and Conditions) (Entrants).</p> <p>By entering the Competition, each Entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any Entrant who fails to comply with these Terms and Conditions.</p>
Entry Method	<p>To enter the Competition, Entrants will require access to a mobile phone device or computer and the Internet.</p> <p>Entry into the Competition is free. No purchase is necessary to enter the Competition. Any costs (e.g. mobile phone carrier charges) associated with entering the Competition is the responsibility of the Entrant.</p> <p>Entrants can enter the Competition by:</p> <ol style="list-style-type: none"> a) Using their mobile phone device to scan the QR code link featured on Competition materials displayed in one of the Participating Pharmacies and once scanned, following the link to submit their entry by entering their full name, state or territory, email address and telephone number; or b) Accessing the Competition post on the Promoter's website page accessible via the link http://www.chemistsownscanandwin.com.au and once located, submit their entry by entering their full name, state or town, email address and telephone number.
Maximum Number of Entries	<p>Entrants may enter the Competition a maximum of five (5) times provided they follow the entry requirements for each new entry.</p> <p>Multiple entries will increase an Entrant's chance of winning.</p>
Participating Pharmacies	Customers of Promoter that agree to support the Competition through Point-Of-Sale marketing displayed in store.
Prize	<ul style="list-style-type: none"> • There is one (1) prize to be won, consisting of one (1) Toyota Yaris Cross Hybrid GX 1.5L Auto CVT Hatch valued at up to AUD \$34,500 (including GST and 12 months registration costs) (Car). • The Prize includes transfer of registration and delivery to the Winner.

	<ul style="list-style-type: none"> • All taxes, costs, fees, charges, or expenses associated with the Prize, which are not specified in the Schedule, are the responsibility of the Winner. • The Car is not transferrable and cannot be exchanged for cash. • The Promoter will not be responsible if the Car is lost, stolen or damaged. • If for any reason the Car is not available, it will be substituted with a prize of equal or greater value at the Promoter's discretion.
Total prize pool	The total prize pool is valued at up to AUD \$34,500 (including GST and 12 month registration costs).
Draw Details	<p>The Draw will take place on 5 August 2022 at 11am AEDT at James Phillip Design, L4 420 St Kilda Road, Melbourne, 3000, VIC.</p> <p>The Competition is a game of chance. Skill plays no part in determining the Winner. The winning ticket will be drawn at random by means of a randomised electronic draw conducted by James Phillip Design at the premises stated above.</p> <p>The Promoter reserves the right to draw additional entries, and record them in the order drawn, in the event that an invalid entry is drawn or an Entrant drawn is ineligible.</p>
Number of Winners	One (1)
Winner Notification	On 5 August 2022 at 5pm AEDT the Winner , being the Entrant whose entry is drawn via electronic draw by James Phillip Design] and determined to be the winning entry, will be notified by the Promoter via the telephone number and email address provided by the Winner.
Public Announcement of Winners	<p>The Winner will be announced on the Arrotex website 10 August 2022. The name and suburb (or town) of the Winner will be published at:</p> <p>http://www.chemistsownscanandwin.com.au</p>
Prize Delivery	The Prize will be delivered to the Winner via the residential address provided to the Promoter.
Prize Claim Date	The Winner will have one (1) months from the date they are notified to claim the Prize.
Unclaimed Prize Draw	<p>If the Prize is not claimed by the Prize Claim Date or the winning entry is deemed invalid in accordance with the Entry Restrictions:</p> <ol style="list-style-type: none"> 1) the Promoter reserves the right (subject to regulatory approval, if required) to conduct a redraw to determine an alternate recipient for the Prize (Unclaimed Prize Draw). 2) the Unclaimed Prize Draw will occur on 5th September 2022 at 12pm AEST at L4 420 St Kilda Road Melbourne 3000.
Notification of Unclaimed Prize winner	The Unclaimed Prize Winner will be notified via the telephone number and email address provided by the Entrant on 5 th September 2022.
Public announcement of Winner from Unclaimed Prize Draw	<p>The Unclaimed Prize Winner's name and suburb (or town) will be published on 15th September 2022 on the Arrotex website:</p> <p>www.chemistsown.com.au</p>

General Terms and Conditions

Introduction

1. By entering the Competition, each Entrant agrees to be bound by the Terms and Conditions of the Competition. The **Terms and Conditions of the Competition** comprise these General Terms and Conditions, the Schedule to these General Terms and Conditions and any instructions and prize information relating to the Competition on the Promoter's Website.
2. Each Entrant agrees and acknowledges that they have read the Terms and Conditions of the Competition and that entry into the Competition constitutes acceptance of the same.
3. All capitalised terms used in these General Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides. In the event of any inconsistency between the Schedule to these General Terms and Conditions (**Schedule**) and these General Terms and Conditions, the Schedule will prevail.
4. The Promoter may in its absolute discretion refuse to award any Prize to any Entrant that fails to comply with the Terms and Conditions of the Competition.
5. Entrants are responsible for any and all expenses that they incur in entering the Competition and they will not be reimbursed regardless of whether they win the Competition or not.

Entry Restrictions

6. Eligibility to enter the Competition is subject to the Entry Restrictions. An Entrant to the Competition must be an individual and not a company or organisation. Entry is not open to directors, management, employees, officers and contractors (and their immediate family members) of the Promoter and any related bodies corporate of the Promoter, agencies, retailers and suppliers directly associated with the Competition, or with the provision of the Prize.
7. **"Immediate family"** means any of the following: spouse, ex-spouse, de-facto spouse, child or step child (whether by natural or by adoption), grand child or step-grandchild, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin.

Entry Requirements/Method

8. Entrants must enter the Competition in accordance with the Entry Method (and any other entry details provided by the Promoter on the Website) during the Competition Period. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
9. Entries must be received by the Promoter during the Competition Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
10. Entrants may submit entries up to the Maximum Number of Entries. If multiple entries are permitted, each entry must be submitted separately.

11. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
12. Entrants will require access to the Internet to enter the Competition.
13. The Prize will be awarded to the first valid entry drawn randomly in accordance with the Draw Details..
14. The Winner does not need to be present at the Draw unless expressly stated to the contrary.
15. All Competition entries may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Competition, including but not limited to evidence of age, residence and identity.
16. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
17. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the Competition at any time without giving reasons and without liability to any Entrants, subject to any written directions from a regulatory authority. Without limiting this, the Promoter reserves the right to verify the validity of entries, prize claims and Entrants and to disqualify any Entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms and Conditions or who manipulates or tampers with the entry process. In the event that the Winner breaches these Terms and Conditions, the Winner will forfeit the Prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. An entry cannot be modified after it has been submitted.

Competition Period

19. The Competition will be conducted during the Competition Period. Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

Entry Material

20. Entries must be submitted in accordance with the Entry Method. The Promoter takes no responsibility where it is unable to contact the Prize winner who has not provided correct or complete contact details. If an Entrant's contact details change during the Competition Period, it is the Entrant's responsibility to notify the Promoter.

Maximum Number of Entries

21. Entrants can enter the Competition up to the Maximum Number of Entries specified in the Schedule. Entries must be submitted separately and each entry must individually meet the requirements in the Schedule and are subject to the Entry Restrictions.

22. Multiple entries will increase an Entrant's chance of winning.

Prize Redemption

23. The Winner will be notified in accordance with the Winner Notification and Notification of Unclaimed Prize Winner (if applicable) sections of the Schedule.
24. Notification to the Winner will be deemed to have occurred on the later of the time the Winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the Prize can be claimed.
25. The Prize will be delivered to the residential address provided by the Winner.
26. If the Prize is to be delivered directly to the Winner by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any loss or damage to the Prize, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.
27. The Winner's name and state or territory of residence will be published in accordance with the Public Announcement of Winners section of the Schedule (if applicable).

Prize

28. There is 1 (one) x Toyota Yaris Cross Hybrid GX 1.5L Auto CVT Hatch valued at \$35,500 (including GST and 12 month registration costs) to be won.
29. The Prize will be awarded as specified in the Schedule. The Prize value is the recommended retail value as provided by the relevant supplier, is in Australian dollars and is correct as at the time of the commencement of the Competition Period. The Promoter accepts no responsibility for any variation in the Prize value.
30. Entrants acknowledge that they must comply with the registration and licencing requirements in their State or Territory when taking possession of the Prize.
31. Unless expressly stated as being included in the Prize, all other costs and expenses associated with taking possession of the Prize become the responsibility of Winner, including but not limited to:
 - a. taxes
 - b. vehicle and third party insurance;
 - c. dealer delivery;
 - d. all other incidental and ancillary costs incurred by Winner as a direct or indirect result of taking the Prize.
32. The Promoter will do all things necessary to transfer registration and ownership of the Prize to the Winner in accordance with the applicable State or Territory regulations.
33. The Winner must provide any information and cooperation reasonably required by the Promoter to arrange for the Prize to be provided to the Winner, including for the Promoter to arrange for the Prize to be registered in the name of the Winner.
34. The Prize is not transferrable, exchangeable or redeemable for cash.
35. The Prize may not, without the prior written consent of the Prize Supplier and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize supplier may, at their absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or

- compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.
36. The Winner of the Prize must be able to register the Prize in their own name. If the Winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the Winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and the assignee.
 37. The Winner should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize or acceptance of the Prize.
 38. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. The Prize must be taken as stated and no compensation will be payable if the Winner is unable to use the Prize as stated.
 39. If the Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
 40. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.

Unclaimed Prizes

41. The Promoter will take all reasonable steps to identify and notify each Winner in an attempt to ensure that each Winner receives their Prize. However, if a Winner cannot be identified or does not claim the Prize by the Unclaimed Prize Draw time and date set out in the Schedule, the Promoter may conduct an Unclaimed Prize Draw in accordance with the Unclaimed Prize Draw section of the Schedule (if applicable). In the event that the Unclaimed Prize Draw takes place, the Promoter will attempt to contact the Winner of the Unclaimed Prize Draw in accordance with the Notification of Unclaimed Prize Draw section of the Schedule, and if applicable, the name and State or Territory of residency of any winner of the Unclaimed Prize Draw will be published in accordance with the section of the Schedule entitled Public Announcement of Winners from Unclaimed Prize Draw. If a prize is no longer available the Promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority.

Publicity

42. By accepting the Prize, the Winner agrees, if requested by the Promoter, to:
 - a. provide comments about the Competition and/or a photo or audio-visual clip of themselves; and
 - b. participate in any promotional activity in connection with the Competition or the Prize,without reference or compensation to the Winner.

General

43. All entries become the property of the Promoter and will be used solely for the purpose of conducting this Competition. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect, store, use and disclose personal information as set out in its Privacy Policy, which can be viewed at

www.arrotex.com.au. The Promoter may, unless otherwise advised by an Entrant, use the Entrant's personal information to market the Promoter's products or services directly to the Entrant and for other promotional activities such as for customer profiling purposes, surveying customers, and this may include sending electronic messages. A request to opt out of receiving marketing communications, access, update or correct any information should be directed to the Promoter at [info@chemistsown.com.au].

44. The Promoter and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), expenses, damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the Entrant's Competition entry and/or the use of any prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
45. Each Entrant shall indemnify the Promoter (and their respective directors, officers, employees and agents (each an "**indemnified person**") for any loss, liability, cost, damage or expense suffered or incurred by any indemnified person as a result of (i) the Entrant breaching any of these terms and conditions; (ii) a warranty given by the Entrant proving to be untrue; and (iii) any personal injury arising from or related to any wrongful or negligent act or omission by the Entrant in connection with this Competition. The Entrant's liability under the indemnity in this clause is reduced proportionately to the extent that the liability is caused or contributed to by the wrongful or negligent act or omission of any indemnified person.
46. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Competition) to proceed with the Competition on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, natural disasters, COVID-19, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Competition will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
47. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of the Prize.
48. 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 (Cth) 2010*, as well as any other implied warranties under any similar consumer protection laws in the State and Territories of Australia.
49. Entrants consent to the Promoter using the personal information provided in connection with this Promotion for the purposes of facilitating the conduct of the Promotion and awarding any prizes, including to third parties involved in the Promotion and any relevant authorities.
50. The Promoter reserves the right to cancel or amend the Competition or these Terms and Conditions if it has reasonable grounds for doing so. Any changes to the Competition or these Terms and Conditions will be announced by the Promoter on its website accessible through link <http://www.chemistownscanandwin.com.au>
51. By entering the Competition each Entrant accepts the Terms and Conditions. Failure to comply with any of the Terms and Conditions will result in immediate forfeiture of the Prize or disqualification from the Competition.
52. These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Competition.

The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Competition.

NSW TP/ 01758. ACT Permit No. TP22/ 00533. SA Permit No. T22/ 413