

SCAN. WIN. SWISSE. REPEAT Promotion Terms & Conditions ("Conditions of Entry")

Schedule		
Promotion:	SCAN. WIN. SWISSE. REPEAT Promotion	
Promoter:	SWISSE WELLNESS PTY LTD ABN 62 004 926 005, L7, 88 Langridge Street, Collingwood, VIC 3066, Australia. For any inquiries regarding this Promotion, please contact the Promoter via info@winwithswisse.com.au	
Promotional Period:	Start date: 15/01/24 at 12:01 am AEDT End date: 13/02/24 at 11:59 pm AEDT	
Eligible entrants:	Entry is only open to Australian residents who are 18 years or over and who take Eligible Swisse Multivitamins.	
Eligible Swisse Multivitamins:	Eligible Swisse Multivitamins	Barcode Number
	SWISSE ULTIVITE WOMENS HIGH POTENCY MULTIVITAMIN 40 TAB	9311770595902
	SWISSE ULTIVITE MULTIVITAMIN GUMMIES 60 PACK	93565653
	SWISSE WOMENS 65+ ULTIVITE 60 TAB	9311770589369
	SWISSE ULTIVITE MENS HIGH POTENCY MULTIVITAMIN 40 TAB	9311770595919
	SWISSE MENS 50+ ULTIVITE 30 TAB	9311770606653
	SWISSE MENS 65+ ULTIVITE 60 TAB	9311770589376
	SWISSE VEGAN MENS ULTIVITE 30 TAB	93568388
	SWISSE VEGAN MENS ULTIVITE 60 TAB	93568401
	SWISSE WOMENS ULTIVITE 30 TAB	93566759
	SWISSE WOMENS ULTIVITE 60 TAB	93566766
	SWISSE WOMENS ULTIVITE 120 TAB	9311770608787
	SWISSE WOMENS 50+ ULTIVITE 60 TAB	93566780
	SWISSE WOMENS 50+ ULTIVITE 90 TAB	9311770608794
	SWISSE MENS ULTIVITE 30 TAB	93566711
	SWISSE MENS ULTIVITE 60 TAB	93566728
	SWISSE MENS ULTIVITE 120 TAB	9311770608800
	SWISSE MENS 50+ ULTIVITE 60 TAB	93566742
	SWISSE MENS 50+ ULTIVITE 90 TAB	9311770609272
	SWISSE WOMENS ULTIVITE 100 TAB	9311770612258
SWISSE MENS ULTIVITE 100 TAB	9311770612241	
SWISSE VEGAN WOMENS ULTIVITE 30 TAB	93568395	
SWISSE VEGAN WOMENS ULTIVITE 60 TAB	93568418	
How to Enter:	<p>To enter the Promotion, the entrant must complete the following steps during the Promotional Period:</p> <p>a) visit winwithswisse.com.au, follow the prompts to the Promotion entry page and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address and state/territory of residence). This will create an account for the entrant where they will have to create a password; and</p> <p>b) once registered, visit the promotional website and follow the prompts to log into their account and scan the barcode of their bottle of Eligible Swisse Multivitamins.</p> <p>Each scan is an entry into that days' daily draw. The entrant must fill out the online entry form the first time they complete an entry and then be logged in to scan their bottle of Eligible Swisse Multivitamins for subsequent entries.</p> <p>Bonus entries: Entrants who complete the entry requirements five (5) consecutive days in a row will receive a bonus entry into the Major Prize Draw.</p>	
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <p>a) limit one (1) entry is permitted per person per day (excluding bonus entries);</p> <p>b) limit one (1) Daily Prize is permitted per person (excludes SA residents);</p>	

c) NT and TAS entrants are not eligible to win the Daily Prize; and
 d) each entry must be submitted in accordance with the entry requirements outlined above.

Total Prize Pool: AUD \$95,590.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>Major Prize: The prize is a \$10,000 VISA gift card.</p>	1	AUD\$10,000.00	Draws: computerised random selection – see below for full details
<p>Daily Prize: The prize is a Peloton bike and a 12-month Peloton membership.</p> <p><u>Peloton bike features:</u></p> <ul style="list-style-type: none"> • Immersive 21.5” HD touchscreen. • Resistance knob for manual control. • In-workout metrics (i.e. heart rate, output, cadence, and resistance data). • Pair your heart rate monitor or download the Peloton watch app to track your workouts. • Compact 120 cm x 60 cm footprint. • Limited warranty with coverage on parts and labour, for the touchscreen, bike frame, and most original Peloton bike components. • see https://www.onepeloton.com.au/shop/bike/bike-basics-package-au for further details. <p>Winners must provide their residential address to the prize supplier for prize delivery.</p>	30 (excludes NT & TAS residents)	AUD\$2,853.00	
<p>Prize Conditions:</p>	<p><u>Gift Card:</u></p> <ul style="list-style-type: none"> • Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. • The entrant can only win the gift card if they complete five (5) consecutive days of entries (a ‘5-day streak’) during the Promotional Period. <p><u>Peloton bike:</u></p> <ul style="list-style-type: none"> • The Peloton bike prize is not available to entrants in NT & TAS. • Internet connection and Peloton All-Access Membership (\$59/month) is required to access Peloton content. Credit card required. 12 months of All-Access Membership is included in prize. After 12 months, All-Access Membership will be charged at \$59/month, unless cancelled. Full terms at onepeloton.com.au/membership-terms. • Delivery available to Sydney, Melbourne, Brisbane, Perth, Adelaide and Canberra select surrounding areas only. Delivery is not available to all postcodes or to NT and TAS. To check if delivery is available to your postcode visit https://www.onepeloton.com.au/shop/bike-plus/bike-plus-starter-package-au <p>Prize cannot be picked up and must be delivered by Peloton’s delivery partner to a postcode within Peloton’s delivery area.</p>		

Winner notification:	The winners will be contacted by email within one (1) day of the draw. The winners will be published at winwithswisse.com.au within thirty (30) days of the corresponding draw.
Unclaimed Prizes:	Prizes must be claimed by 20/04/24 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 21/04/24 at 12:00 pm AEST at Because Brand Experience Pty Ltd, 11 Wilson Street, South Yarra VIC 3141 for any Daily Prize and at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 for the Major Prize (as required). The winners of the redraw will be notified by email within one (1) day. The winners will be notified publicly (and their details published) at winwithswisse.com.au on 28/04/24. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at winwithswisse.com.au .

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draws:
 - a) There will be one (1) draw conducted for entries received each day of the Promotional Period, for a total of 30 draws ("Daily Draws") and there will be one (1) draw conducted for all qualifying entries received during the Promotional Period ("Major Draw").
 - b) All Daily Draws will be via computerised random selection and will take place at Because Brand Experience Pty Ltd, 11 Wilson Street, South Yarra VIC 3141 at 12pm AEDT.
 - c) The Major Draw will be via computerised random selection and will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12pm AEDT on 20/02/24.
 - d) Entries into each Daily Draw will open and close each day based on AEDT local time. Entries in each Daily Draw will NOT be entered into any subsequent Daily Draw(s), however, all qualifying entries (including the Daily Draw winners) will be entered into the Major Draw.
 - e) Each Daily Draw will take place at 12:00 pm AEDT on the business day after entries close for that Daily Draw, with the first Daily Draw taking place on 16/01/24 and the last Daily Draw taking place on 14/02/24.
 - f) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure the draws are open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Entrants must carefully assess whether the consumption of vitamins required of them is appropriate for their health and any concerns must be addressed with their doctor. Entrants must immediately withdraw from this Promotion if they cannot satisfy the entry requirements based on any health concerns. Acceptance of an entrant following receipt of this information in no way: (a) constitutes a representation or assurance that the entrant is suited to take part in the Promotion; or (b) relieves the entrant of the obligation to assess the requirements of the Promotion and to withdraw or not take part if there is any doubt regarding their health and/or suitability.

9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) with a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://swisse.com.au/privacy-policy>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. All material submitted on entry (e.g. photo(s) and image(s)) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing,

threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all materials they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrants warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
23. The Promoter and its associated agencies and companies 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
24. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
27. Authorised under: ACT Permit No. TP 23/02748.2, NSW Authority No. TP/91 and SA Permit No. T23/2112.