

"BLACKMORES WIN VIP GRAND SLAM EXPERIENCE" PROMOTION
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. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter, participating retailers 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. The promotion opens for purchases on 05/12/2016 and ends at 11:59pm AEDST on 29/01/2017 ("**Purchase Period**").
5. The promotion opens for entries on 12/12/2016 and ends at 11:59pm AEDST on 29/01/2017 ("**Promotional Period**").
6. To enter individuals must complete the following steps:
 - A. Purchase any Blackmores product(s) (excluding Blackmores Newborn Formula and Blackmores Follow On Formula) from a participating retailer or online at www.blackmores.com.au during the Purchase Period ("**Qualifying Transaction**"). A participating retailer is any retailer in Australia that displays promotional material featuring this promotion; and then
 - B. Visit www.blackmores.com.au/ausopenWIN, follow the prompts to the promotion entry page, input the requested details into the entry form including but not limited to their full name, contact phone number, DOB, address details, receipt number and submit the fully completed online entry form during the Promotional Period.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction, regardless of the number of Blackmores products purchased in that transaction in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; (c) a maximum of one (1) entry per person per day is permitted; and (d) a limit of one (1) Daily Prize and one (1) Weekly Prize per household (excluding SA residents).
10. Entrants must retain their original or a copy of their purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
11. 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.
12. All draws will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on the dates and times specified in clauses 13 and 15 below. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing within two (2) business days of the relevant draw date and their names will be published online at www.blackmores.com.au/ausopenWIN from the dates specified in clauses 13 and 15 below. The Promoter's decision is final and no correspondence will be entered into.
13. **Daily Draws (Minor Prizes)**

There will be one (1) draw conducted for the entries received each day (based on Sydney local time) of the Promotional Period, for a total of forty-nine (49) daily draws ("**Daily Draws**"). All Daily Draws will take place on 01/02/2017 starting at 11:00am AEDST. Winners' names will be published from 02/02/2017.

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14. The first two (2) valid entries drawn in each Daily Draw will win a Minor Prize pack consisting of: one (1) Jabra Sports Pace Wireless Headphones valued at \$159.00; an assortment of Blackmores products valued at \$100.00; and an Apple Music 12-Month Membership Gift Card valued at \$119.90. Each Minor Prize pack is valued at \$378.90.

15. Weekly Draws (Major Prizes)

There will be one (1) draw conducted for the entries received each week (i.e. Monday – Sunday, based on Sydney local time) of the Promotional Period, for a total of seven (7) draws ("**Weekly Draws**"). Non-winning entries in each Weekly Draw will be entered into subsequent Weekly Draw(s). All draws will take place at 11:00am AEDST on the dates specified in the table below.

Weekly Draws	Draw Date	Publication Date
Weekly Draw 1	19/12/2016	20/12/2016
Weekly Draw 2	04/01/2017	05/01/2017
Weekly Draw 3	04/01/2017	05/01/2017
Weekly Draw 4	09/01/2017	10/01/2017
Weekly Draw 5	16/01/2017	17/01/2017
Weekly Draw 6	23/01/2017	24/01/2017
Weekly Draw 7	30/01/2017	31/01/2017

16. Major Prizes – Weekly Draws 1 to 5

The first two (2) valid entries drawn in Weekly Draws 1 to 5 will each win a trip for two (2) people to the Australian Open in Melbourne, Victoria to attend 'Super Saturday' on 21/01/2017, valued at up to \$4,000, depending on point of departure. Prize includes:

- Two (2) x return economy airfares from winner's nearest capital city to Melbourne, Victoria (only provided if winner resides outside of Victoria). If a winner is from Victoria, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
- Two (2) nights twin share five (5) star accommodation at the Crown Metropol including breakfast daily;
- Return private car transfers from airport to accommodation;
- Two (2) x Australian Open passes for 'Super Saturday' on 21/01/2017;
- Return water taxi group transfers from accommodation to Australian Open;
- \$300 dinner voucher for the winner's choice of restaurant (either Spice Market Melbourne, Rockpool Bar and Grill Melbourne or The Atlantic); and
- \$300 voucher for Isika Day Spa, Crown Metropol.

Prize must be taken to coincide with the Australian Open on 21/01/2017.

All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner. Travel is valid for set dates as outlined. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. In the event the winner 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 and they must be accompanied by said parent/guardian. Winners are responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Any additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point. Frequent flyer points will not form part of the prize. Winners may be required to present their credit card at time of accommodation check in.

17. Major Prizes – Weekly Draws 6 and 7

The first valid entry drawn in Weekly Draws 6 and 7 will each win a trip for two (2) people to the French Open in Paris, France valued at up to AUD \$16,600, depending on point of departure. Prize includes:

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- Two (2) x return economy airfares from winner's nearest capital city to Paris, France.
- Six (6) nights twin share five (5) star accommodation in De Vigny Hotel including breakfast daily (Check in: 31/05/2017 - Check out: 06/06/2017);
- Return private car transfers from airport to accommodation;
- Entry for two (2) people to the French Tennis Open Philippe Chatrier Centre Court for the “round of 16” including hospitality. Includes VIP complimentary bar in the ‘La Tribune’ private venue at the heart of the Centre Court pavilion, which will run from 12.00pm until an hour after the close of play, offering a wide selection of alcoholic and non-alcoholic drinks, including Champagne and a complimentary buffet apéritif, offering a wide selection of exquisite finger food available from 12.00pm until the close of play.
- Four (4) course dinner for two (2) with VIP access to a window-side table at 58 Tour Eiffel, the Eiffel Tower's acclaimed eatery;
- Two (2) x two (2) days sightseeing passes on the Paris Hop on Hop off Bus; and
- \$750 AUD spending money

Prize must be taken to coincide with the French Open during 28/05/17 - 11/06/2017.

All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner. Travel is valid for set dates as outlined. All bookings must be made a minimum of forty-five (45) days in advance of requested departure dates. All bookings and documentation regarding the prize must be made via Free-2-Travel Holidays Pty Ltd or their agents. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by Free-2-Travel Holidays Pty Ltd and the airline carriers in accordance with normal travel practices. In the event the winner 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 and they must be accompanied by said parent/guardian. Winners and their companions must be in possession of a valid passport with a minimum of six (6) months validity on it prior to departure. Winners are responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Visas, valid passports, additional spending money, meals (other than those included) and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companion as incurred. It is the winner's responsibility to organise transport to/from the airport departure/return point. It is recommended that the winners and their travel companions have valid travel insurance for their period of travel. Frequent flyer points will not form part of the prize. Winners may be required to present their credit card at time of accommodation check in.

18. The Australian Open and French Open passes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. All Australian Open tickets are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2017 (which can be found online at <http://www.tennis.com.au/wp-content/uploads/2016/07/AO2017-Ticket-Conditions-of-Sale-and-Entry.pdf>). 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.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. 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.
21. Any ancillary costs associated with redeeming the Apple Music Gift Card are not included. Any unused balance of the Apple Music Gift Card will not be awarded as cash. Redemption of the Apple Music Gift Card is subject to any terms and conditions of the issuer including those specified on the Apple Music Gift Card.
22. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
23. Total prize pool value is up to \$110,332.20.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
25. A draw for any unclaimed prizes for Weekly Draws 1 to 5 (Australian Open) may take place on 18/01/2017 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners will be notified in writing within two (2) business days of the draw and their names will be published online at www.blackmores.com.au on 19/01/2017.

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26. A draw for all other prizes, if unclaimed, may take place on 01/05/2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners will be notified in writing within two (2) business days of the draw and their names will be published online at www.blackmores.com.au on 02/05/2017.
27. 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.
28. 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.
29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
31. 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.
32. 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 Australian Open or French Open event 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) use of a prize / taking of a prize.
33. As a condition of accepting the prize, Weekly Draw winners (and their companion/s) 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 a Weekly Draw winner or winner's companion 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.
34. 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 <https://www.blackmores.com.au/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.
35. The Promoter is Blackmores Limited (ABN 35 009 713 437) of 20 Jubilee Avenue, Warriewood NSW 2102. Telephone: 02 9910 5000.

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