

Nature's Way | Sydney Swans Money Can't Buy Experience Tour Trade Promotion Terms & Conditions

Information on how to enter and form part of these terms and conditions (**Conditions**). By participating, entrants agree to be bound by the Conditions. Entries must comply with the Conditions to be valid.

1. The Promoter is PharmaCare Laboratories Pty Ltd (ABN 99 003 468 219) at 18 Jubilee Avenue, Warriewood, NSW, 2102.
2. Entry is open to residents of Australia. Entrants who are under the age of 18 must seek permission from their parent or guardian to enter. Employees and their immediate families of the Promoter, its related entities and any agencies associated with this promotion are ineligible to enter.
3. To enter, each entrant must, during the Promotion Period must visit the website www.naturesway.com.au/Swans and complete the entry form include their first name, surname and a valid email address.
4. The promotion will run from August 20th to September 2nd 2019. The promotion commences at 12:00 AEST on the commencement date and closes at 23:59 AEST on the conclusion date of the period (**Promotion Period**).
5. Entry is limited to one per person per period. Multiple entries from the same email address during the particular period will be disqualified.
6. There is one (1) prize available. The total prize pool is \$2,000.00 including GST. The prize consists of:
 - A. 45-minute Sydney Swans facilities tour for four (4) people hosted by Nick Davis.
 - B. a 2019 Sydney Swans Sherrin personally signed the team
7. The prize is scheduled for any day from the 10th of September until the 30th of September, and cannot be changed or altered. Winners must make themselves available on this date and time or the prize may be forfeited at the Promoter's discretion.
8. If for any reason the winner cannot attend the date or time stipulated by the Promoter, then the prize may be transferred to a friend or relative.
9. If the prize winner is located outside of Sydney, all travel to and from the tour will be at the winners' own expense.
10. This prize cannot be exchanged for goods or cash, nor is it non-transferrable.
11. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
12. If either of the Sydney Swans talent are no longer capable to conduct the tour, a suitable replacement will be arranged and communicated to winners.
13. The draw is electronic and the first entrant drawn will be determined to be the prize winner.
14. The collection of the prize is the responsibility of the winner. It must be claimed prior to 48 hours post the email notification being sent for each period.
15. The winner will be notified in writing by email by 23:59 AEST on Tuesday 3rd September 2019. The name of the winner will be published on the Nature's Way social media channels once the winners have claimed their prizes.
16. All reasonable attempts will be made to contact the winners. If a winner does not claim their prize by the designated time outlined above, or if, after making all reasonable attempts, the Promoter can't contact a drawn winner (or a drawn winner does not contact the Promoter) by on the date outlined above, the relevant entry will be discarded and the Promoter will re-award the prize to a reserve entrant.
17. If the winner of a prize is under 18 years of age, the prize will be awarded to winner's parent or legal guardian.
18. Entries must be received by the Promoter during the Promotion Period. Entries received after the close of the Promotion Period will not be accepted.
19. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission.
20. All ancillary costs and other expenses incurred as a consequence of receiving the prize are the sole responsibility of the winner.
21. The Promoter's decision is final and binding and no correspondence will be entered into. In particular, prizes may not, without the prior consent of the Promoter and any applicable third party supplier of the prize (Supplier), 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 Supplier may, at their absolute discretion, withdraw the prize(s). Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and if the prize is a ticket, the winner and any person has purchased or otherwise bears that ticket will be refused entry.

22. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the promotion. If such problems arise, then the Promoter may modify, cancel, terminate or suspend the promotion. Further, the Promoter at its sole discretion may recommence this promotion under the same conditions.
23. If any prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.
24. If an entrant's contact details change at any time between the date which they enter the promotion and the date the winner is announced, that entrant must notify the Promoter of their correct contact details immediately.
25. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this promotion, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
26. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a prize or in relation to the promotion, except for any liability which cannot be excluded by law.
27. If in the conduct of this promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Competition and Consumer Act 2010 (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
28. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the prize.
29. Before the prize is awarded, the winner and any other person(s) sharing the prize with the winner may be required to sign an agreement to release the Promoter from any liability arising from the use or participation in the prize.
30. Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
31. Entries remain the property of the Promoter. Details from entries and/or the entrant's personal information will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties, the Promoter's related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) for the purpose of processing and conducting the promotion) and for promotional purposes, public statements and advertisements surrounding this promotion. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, first initial and state of residence. By entering this promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. Please read our Privacy Policy on http://pharmacare.com.au/wp-content/uploads/2018/01/PharmaCare_Laboatories_Privacy_Policy.pdf. Entrants may access, change and/or update their personal information by contacting the Promoter in writing at privacy@pharmacare.com.au.
32. These conditions are governed by the laws of New South Wales.
33. Authorised under NSW permit number: **LTPS/19/37304**.