

“QV GYMS CASHBACK” PROMOTION
TERMS AND CONDITIONS

1. Instructions on how to claim and the cashbacks form part of these Terms and Conditions. Participation in this offer is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
 2. The promoter is Ego Pharmaceuticals Proprietary Limited (ABN 86 005 142 361) of 21-31 Malcolm Road, Braeside, Victoria 3195 (“**Promoter**”).
 3. Claims are only open to Australian residents. Claimants under 18 years old must have parental/guardian approval to claim 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 participating in this promotion.
 4. Employees (and their immediate families) of the Promoter and agencies associated with this offer are ineligible to claim. 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.
 5. Promotion commences on 20/01/2019 and ends at 11:59pm AEDST on 16/02/2019 (“**Offer Period**”). Individuals must purchase and claim during the Offer Period (as outlined in clause 7 below).
 6. During the Offer Period, participating gyms in Australia (as selected by the Promoter) will feature advertising for this offer and will contain flyers containing a unique redemption code (“**Unique Code**”). The offer may also be advertised via other methods, at the Promoter’s absolute discretion.
 7. To claim, individuals must complete the following steps during the Offer Period:
 - a) collect a promotional flyer featuring a Unique Code;
 - b) purchase an Eligible QV Product (as listed below) at any retailer/pharmacy in Australia, while stocks of participating products last (“**Qualifying Purchase**”);
 - c) visit qvcashback.com follow the prompts to the promotional claim page, input all of the requested details, including their full name, a valid email address, their residential address/ mailing address and their bank account or PayPal details (as per their preference) which will be used for transfer of their cashback, if their claim is verified as valid, and their Unique Code, upload a copy of their purchase receipt for the Qualifying Purchase to the claim form, and submit the fully completed claim form so it is received during the Promotional Period. Each claim must contain a valid Unique Code. Each Unique Code can only be used once. Any claim submitted that features an invalid or unrecognisable Unique Code will be deemed invalid.
- “**Eligible QV Products**” are the following products:
- QV Bath Oil 250ml;
 - QV Cream 250g;
 - QV Face Cleanser 250ml;
 - QV Intensive Cleanser 250ml;
 - QV Shower Milk 250ml;
 - QV Skin Lotion 250ml;
 - QV Skin Wash 250ml; and
 - QV Gentle Wash 350ml.
8. Claimants must retain their original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant’s claim and forfeiture of any right to a cash back. Purchase receipt(s) must clearly specify the store of purchase, that an Eligible QV Product was purchased, and that the purchase was made during the Promotional Period but prior to claim submission.
 9. Only one (1) claim per person and per household is permitted.
 10. Incomplete or indecipherable claims will be deemed invalid. Incomplete transactions will be deemed invalid.

11. Every valid claim received during the Offer Period will be awarded a \$5 cashback. The cashback will be awarded within 14 business days of the claim being processed and verified by the Promoter. Each cashback will be deposited into the bank or PayPal account provided by the claimant at the time of claim submission. It is the claimant's responsibility to ensure he/she provides correct details at the time of claim. The Promoter will not be responsible or liable for any cashback deposited into an incorrect bank or PayPal account due to incorrect details being provided by a claimant.
12. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.
13. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If for any reason a claimant does not take a cashback at/by the time stipulated by the Promoter, then the cashback will be forfeited.
16. Cashbacks are not transferable or exchangeable.
17. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
19. 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 offer.
20. 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 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 tax liability incurred by a claimant; or (e) taking/use of a cashback.
21. 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 and reward suppliers. Claim submission 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 www.egopharm.com. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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 claimant's personal information to any entity outside of Australia.