

## TERMS & CONDITIONS

<b>Promotion</b>	WAGNER MOVIE TICKET GWP PROMOTION
<b>Promoter</b>	The Promoter is CW Media Pty Limited ABN 43 913 252 975, 44 – 52 Raglan Street, Preston, VIC 3072.
<b>Promotion Type</b>	Gift with purchase via online claim
<b>Purchase Period</b>	Purchase Period commences: 12.01am AEST on <b>22/06/2018</b> Purchase Period concludes: 11.59pm AEST on <b>19/07/2018</b>
<b>Claim Period</b>	Claim Period commences: 09.00am AEST on <b>22/06/2018</b> Claim Period concludes: 11.59pm AEST on <b>05/08/2018</b>
<b>Participating Stores</b>	Stores participating in the Promotion are Chemist Warehouse and MyChemist bannered outlets located throughout Australia, including the online stores at <a href="http://www.chemistwarehouse.com.au">www.chemistwarehouse.com.au</a> and <a href="http://www.mychemist.com.au">www.mychemist.com.au</a> . Participating Stores will display Promotion materials.  If in doubt, a claimant may ask a store whether or not they are participating in the Promotion.
<b>Eligible Claimants</b>	The Promotion is only open to individuals aged 18 years or older who are residents of Australia, excluding employees (and their immediate family) of the Promoter, its associated companies/subsidiaries, Participating Stores and agencies associated with this Promotion.  "Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.  "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.  The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.
<b>How to Participate</b>	To participate in the Promotion and claim a Gift, an Eligible Claimant must:  (a) <b>during the Purchase Period</b> , purchase any two Participating Products in one transaction from a Participating Store ("Qualifying Purchase") and collect and retain a copy of their purchase receipt;  NOTE: Limit one (1) claim per Qualifying Purchase receipt, regardless of how many Participating Products are purchased in the transaction.  (b) <b>during the Claim Period</b> visit <a href="http://www.wagnermovieticket.com.au">www.wagnermovieticket.com.au</a> and follow the links to the Promotion site, and fully complete and submit the online claim form on the Promotion site, providing all details required, including, but not limited to:  i. all requested personal information, including a valid email address; ii. the products purchased; iii. the date of purchase; iv. the receipt number from the Qualifying Purchase; v. uploading a photo/scanned copy of their Qualifying Purchase receipt (in a file type and size accepted on the online claim

	<p>form); and</p> <p>vi. indicating their acceptance of these Terms and Conditions.</p> <p>If an Eligible Claimant complies with steps (a) – (b) above and their claim is deemed valid (in accordance with <b>Validation</b> clauses below), they will receive an email to the email address provided as part of their valid claim containing a link and unique code within ten (10) business days of submission of the valid claim ("Gift Activation Email"). The Eligible Claimant must access the link in the Gift Activation Email, and using the unique code, login to the redemption portal to select their choice of cinema company from the options provided. Gift must be activated in accordance with this clause within two months of the date the Gift Activation Email or forfeited. Movie Vouchers will then be supplied via email to the email address provided as part of the claimant's gift activation within ten (10) business days of submission of the gift activation form.</p>
<p><b>Participating Products</b></p>	<p>Participating Products are any Wagner vitamin or supplement products.</p> <p>For the avoidance of doubt, products from the Wagner Body Science range are not eligible products for the purpose of the promotion.</p>
<p><b>Required Verification/Proof of Purchase</b></p>	<p>The following documentation must form part of a valid online claim:</p> <ul style="list-style-type: none"> <li>• Qualifying Purchase receipt</li> </ul> <p>The Qualifying Purchase receipt provided must clearly specify:</p> <ul style="list-style-type: none"> <li>• the Participating Products purchased;</li> <li>• the Participating Store of purchase;</li> <li>• the purchase date;</li> <li>• the receipt number; and</li> <li>• that payment for the Qualifying Purchase has been received in full.</li> </ul> <p>If the Qualifying Purchase receipt is missing any of the above information or is illegible or indecipherable it will render the claim invalid.</p> <p>If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and claim a Gift and compliance with these Terms and Conditions, and/or their Qualifying Purchase receipt/s that corresponds to the claim/s they have submitted in the Promotion.</p> <p>If the items required by the Promoter are not received or a claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the claim/s submitted by the claimant will be deemed invalid.</p> <p>Gifts will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.</p> <p>It is the responsibility of the claimant to provide the required information.</p>
<p><b>Validation &amp; Notification</b></p>	<p>All claims submitted in the Promotion will be reviewed by a representative of the Promoter ("Validation").</p> <p>Claimants must allow ten (10) business days for Validation to be completed.</p> <p>If a claim is deemed valid, the Eligible Claimant will receive a Gift Activation Email in accordance with <b>How to Participate</b> clauses.</p> <p>If a claim is deemed invalid, the Eligible Claimant will receive an email notifying them that their claim is invalid, reasons why (such as but not limited to the</p>

	<p>purchase receipt provided being unclear) and, if applicable, next steps. The Eligible Claimant will have three (3) business days from the date of the notification email to provide the requested information to the Promoter. The Promoter reserves the right to invalidate any claims if the Eligible Claimant has failed to provide the further requested information within three (3) business days of the notification email by the Promoter.</p>
<p><b>Gift</b></p>	<p>Each Gift is a Movie Voucher.</p> <p><b>"Movie Voucher"</b> refers to a pre-paid voucher, issued digitally and valid for minimum six (6) months from the date of issue, which entitles the holder to redeem a Movie Ticket from participating cinemas (either in person or online) for standard (2D) movie sessions, subject to availability, except that the voucher cannot be redeemed:</p> <ul style="list-style-type: none"> <li>(a) for any movie session after 5.00pm on a Saturday;</li> <li>(b) for Gold Class, or special or group screenings;</li> <li>(c) for movie marathons or special events; or</li> <li>(d) in conjunction with any other offer or discount.</li> </ul> <p>Movie Voucher conditions subject to change – please refer to voucher for full details and terms of use.</p> <p>Claimants will be required to nominate, at the time of activating their gift, the cinema company (Village, Event or selected independent cinemas – see <a href="http://www.wagnermovieticket.com.au">www.wagnermovieticket.com.au</a> for a full list of participating cinemas) at which the claimant wishes to redeem the Movie Voucher for a Movie Ticket. After making their selection, the claimant will only be able to redeem the Movie Voucher for a Movie Ticket consistent with such selection. Claimants will not be able to amend their selection after submitting the gift activation form. All participating cinemas will be listed at <a href="http://www.wagnermovieticket.com.au">www.wagnermovieticket.com.au</a></p> <p><b>"Movie Ticket"</b> refers to a single adult or child ticket to a Village, Event or selected independent cinemas – see <a href="http://www.wagnermovieticket.com.au">www.wagnermovieticket.com.au</a> for a full list of participating cinemas ) standard (2D) movie session, subject to the claimant's selection, in accordance with the <b>How to Participate</b> and <b>Gift</b> clauses in these Terms and Conditions.</p> <p>Movie Vouchers can be used to claim a Movie Ticket directly from participating cinemas of the selected cinema company, either in person at the cinema or online via the cinema's online booking system (if available).</p> <p>Claimants acknowledge that each cinema may charge its own fees for bookings (including bookings using pre-paid vouchers), depending on the policies of the particular cinema, and such fees are outside of this Promotion offer and the Promoter's control.</p> <p>Claimants acknowledge that when redeeming the Movie Voucher for a Movie Ticket, the allocation of a Movie Ticket to a particular movie session is subject to availability and is outside the control of the Promoter. Claimants redeeming a Movie Voucher do not receive preferential ticket allocation or seating over other cinema patrons.</p> <p>One (1) Movie Voucher equates to one (1) Movie Ticket. The value of the Movie Voucher/Ticket is up to \$22 (based on the maximum adult ticket price for a standard (2D) movie session in Australia at the time the Promotion offer commenced).</p> <p>The value of a Movie Voucher or Movie Ticket may vary over time, and the Promoter is not responsible for such variations in value. Movie Vouchers or any unused portion of a Movie Voucher, are not transferable or exchangeable and</p>

	<p>cannot be taken as cash. No change or refund will be given if a claimant uses a Movie Voucher to obtain a ticket for a session that would ordinarily cost less than the stated value of \$22.</p> <p>Gifts claimed in this Promotion are for personal use and must not be purchased or used for commercial purposes.</p> <p>Film classification rules apply to use of Movie Vouchers. Consequently, personal identification and proof of age may be required to obtain tickets for certain sessions.</p> <p>If a cinema closes, a replacement cinema voucher may be issued for another cinema.</p>
<b>Claim Limit</b>	A limit of one (1) Gift may be claimed per Qualifying Purchase receipt and a limit of one (1) Gift may be claimed per person in the Promotion.

### **GENERAL CONDITIONS**

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each claimant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. This Promotion is not valid in conjunction with any other offer.
5. Values stated in these Terms and Conditions are in AUD/RRP/including GST.
6. Claimants can only participate in the Promotion in their own name. Claimants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
7. All claimants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Gift to the ineligible person. Payment of the Gift value to the Promoter may be required by the Promoter if this occurs.
8. Incomplete, indecipherable or incorrect claims will be deemed invalid. Claimants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
9. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the claimant.
10. The Promoter does not warrant that the claim mechanism will be available, or the Participating Stores will be open, at all times during the Promotion Period.
11. The Promoter is not responsible for any undelivered emails due to a claimant's spam filters or email settings.

12. The Promoter shall not be liable for a Gift being lost, deleted, stolen, damaged or tampered with in any way before it reaches a claimant or after it has been released to a claimant.
13. Any costs associated with accessing the Promotion or Gift provider's website, or associated with redeeming a Gift are the claimant's responsibility and are dependent on the internet service provider used. Eligible Claimants must submit their claim manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically submit claims in the Promotion repeatedly is prohibited and will render all claims submitted using such means invalid.
14. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:
  - (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Promotion;
  - (b) submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process; or
  - (c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
15. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
16. As a condition of claiming a Gift, the claimant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or Gift suppliers in their absolute discretion.
17. The Promoter may communicate or advertise this Promotion via Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Claimants are providing their information to the Promoter and not to Facebook. Each claimant completely releases Facebook from any and all liability.
18. Gifts must be taken as offered and may not be varied. Gifts are not transferable, exchangeable or redeemable for cash. If a Gift is unavailable for any reason, the Promoter reserves the right to substitute another gift of equal or greater value for that Gift, or element of it, subject to the approval of any relevant authority.
19. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 variation in Gift value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by a claimant; or (f) use of a Gift.
20. The:
  - (a) Promoter, the Promoter's related entities, the Participating Stores and all agencies associated with the Promotion; and

- (b) the employees, agents, directors and contractors, of all entities referred to in this clause,

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Gift, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

21. Claimants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to participating in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
22. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

### **PERSONAL INFORMATION**

23. Immediately upon submission by a claimant, their claim/s becomes the sole property of the Promoter.
24. All information claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding Gifts.
25. The Promoter may disclose claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

### **OPTING-IN TO HEAR FROM THE CHEMIST WAREHOUSE AND MYCHEMIST**

26. Should a claimant consent to receiving future information from Chemist Warehouse and MyChemist, via placing a tick in the 'opt in' box featured on the Promotion claim site, information provided by the claimant may be entered into a database and used by Chemist Warehouse and MyChemist, their related entities and agencies engaged by Chemist Warehouse and MyChemist, for their current and future promotional and marketing purposes without further reference or compensation to them.
27. Should a claimant who elects to opt in wish to opt out or access or update their information held by Chemist Warehouse and/or MyChemist at any time, they can contact Chemist Warehouse and/or MyChemist as per clause 28.
28. Entrants may view the privacy policies of Chemist Warehouse and MyChemist by accessing the below websites:
- a. Chemist Warehouse- <https://www.chemistwarehouse.com.au/AboutUs/privacy>
  - b. MyChemist - <http://www.mychemist.com.au/AboutUs/privacy.asp>

The Privacy Policies contain information on:

- (a) how a claimant may access the Personal Information that is held by the relevant company and seek correction of such information; and
- (b) how a claimant may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds Chemist Warehouse/MyChemist, and how Chemist Warehouse/MyChemist will deal with such a complaint.

29. If a claimant has any questions regarding their privacy, they should contact, Chemist Warehouse or My Chemist, as the case may be, using the contact details contained in the relevant Privacy Policy, or the Promoter via email at [info@chemistwarehouse.com.au](mailto:info@chemistwarehouse.com.au) or [myinfo@mychemist.com.au](mailto:myinfo@mychemist.com.au).
30. The Promoter and Participating Stores are bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012).