

TERMS & CONDITIONS – METAGENICS “Rewarding our partnership in Health” AUSTRALIA

SCHEDULE	
Item 1: Promotion Name	Rewarding our partnership in Health
Item 2: Promoter	Metagenics (Aust) Pty Ltd 741 Nudgee Road, Northgate QLD 4013
Item 4: Prizes	Total prize pool \$14,000 AUD
Item 5: Permit/Authority Number	ACT Permit No. TP24/ 01064 SA Permit No. T24/ 865 NSW Authority No. TP/ 03528

These terms and conditions include terms which allow the Promoter use, copy, modify, publish and disclose your personal information, including to share your personal information with third parties, in circumstances specified within the Promoter’s Privacy Policy at www.metagenics.com.au/privacy.

By participating in this Promotion, you acknowledge and agree that you have understood and agree to these terms and conditions and the Promoter’s Privacy Policy.

1. Introduction

- 1.1 Information about this Promotion and the prize allocation process forms part of these terms and conditions.
- 1.2 By submitting an entry into this Promotion, entrants warrant that they have read, understand, and agree to be bound by these terms and conditions. Entry into this Promotion is deemed acceptance of these terms and conditions.
- 1.3 Only entries that comply with these terms and conditions will be valid.
- 1.4 A copy of these terms and conditions can be viewed at- metagenics.com.au/about/promotion-terms-and-conditions-rewarding-partnership-au

2. Duration

- 2.1 This Promotion begins 12:00am AEST on Monday 3rd June 2024 and ends at 5:00pm AEST on Friday 30th August 2024 (“**Promotional Period**”).

- 2.2 Any entries received after the Promotional Period will be deemed invalid and will not be accepted. The Promoter does not accept any responsibility for late, lost, delayed or incorrect entries.
- 2.3 To the fullest extent permitted by law, the Promotional Period may be varied or extended at the Promoter's absolute discretion.

3. Eligibility and entries

- 3.1 This Promotion is only open to practitioner clinics and practices (all modalities) customers of Metagenics (Aust) Pty Ltd who are over the age of 18 years and stock the Metagenics core range. For the avoidance of doubt, this Promotion is not open to patients and distributors ("**Participating Accounts**").
- 3.2 To enter, entrants must:
 - a. during the Promotional Period, purchase at least \$750 (excluding GST) of products from Metagenics;
 - b. show an increase of at least 10% in units purchased during the Promotional Period compared against the total units purchased during the same period in 2023; and
 - c. have purchased at least one pack size of each of the Metagenics Core range formulas as defined by your territory account manager.
 - d. Participate in a Metagenics training session within the Promotional Period.
- 3.3 The Promoter accepts no responsibility for inaccurate or incorrect information provided to the Promoter in connection with this Promotion. Entrants are responsible for notifying the Promoter of any changes to contact details that are provided to the Promoter.

4 Selection of winners

- 4.1 Once deemed eligible this Promotion is a game of chance with a winner drawn from the entries by computerised random selection.
- 4.2 Prizes will be randomly drawn at 12pm on Wednesday 4th September, 2024 at Metagenics, 741 Nudgee Road, Northgate QLD 4013.
- 4.3 Winners will be notified via email and phone on or by 5pm on Thursday 8th September, 2024, and their first initials, last names and postcodes will be published on the Metagenics website page by 5pm on Friday 9th September, 2024. It is the responsibility of the winners to check their email to determine if they have won a prize, and to respond to requests for information.

- 4.4 If a winner cannot be contacted or does not respond to the Promoter's request for information relating to collection of the winner's prize within 10 business days, then that winner will forfeit their prize and the prize will be redrawn by the Promoter at 12pm on 25th September 2024 at Metagenics, 741 Nudgee Road, Northgate QLD 4013 (**Unclaimed Prize Draw**). The Promoter will not be liable to entrants for any forfeited prizes and no correspondence will be entered into. Winners of the Unclaimed Prize Draw prizes will be notified via email and phone on or by 5pm on 26th September 2024, and their first initials, last names and postcodes will be published on the Metagenics website page by 5pm on Friday 30th September, 2024. It is the responsibility of the winners of the Unclaimed Prize Draw to check their email to determine if they have won a prize, and to respond to requests for information.
- 4.5 Prizes will only be provided to representatives of Eligible Entrants who are over the age of 18 years.

5 Prizes

- 5.1 Each eligible account will be given one entry into the draw for each individual order of \$750 (excl GST) spent during the Promotional Period provided that they have also qualified with the eligibility requirements in clauses 3.1 and 3.2. Excludes back orders.
- 5.2 There will be 15 prizes available to be won in Australia with a total prize pool of \$14,000 AUD for Participating Accounts.
- 5.3 Prizes to be awarded are as follows:
- a. 1st Prize: EFTPOS gift card valued at \$5,000 AUD.
 - b. 2nd Prize: EFTPOS gift card valued at \$2,000 AUD.
 - c. 3rd Prize: EFTPOS gift card valued at \$1,000 AUD
 - d. 12 x runner up prizes of EFTPOS gift card valued at \$500 (total value \$6000)
- 5.4 Prizes will be awarded to the account holder in the form of an EFTPOS card that can be redeemed at any store providing EFTPOS facilities.
- 5.5 EFTPOS Prizes are subject to the terms and conditions of **iGoDirect Group Pty Ltd** those terms and conditions are available at rewardscometrue.com.au/information/card-holder-19-digit-tcs/
- 5.6 Prizes are unable to be exchanged for credit, prizes are not transferable and should be treated as cash.

5.7 If an awarded EFTPOS card is lost or stolen, the Promoter is not responsible for replacement of the prize.

6 Verification and invalid entries

6.1 Entries may be subject to verification by the Promoter. Entrants must, within a reasonable period specified by the Promoter, produce to the Promoter any documents or evidence that the Promoter may require to verify compliance with these Terms, eligibility and any other information provided to the Promoter in the course of participating in the Competition.

6.2 Prizes will only be awarded following validation and verification that the Promoter requires in its sole discretion.

6.3 The Promoter may at its absolute discretion, disqualify, and not award a prize to, any entrant who:

- a. has breached these terms and conditions;
- b. provides false information or fails to provide information in accordance with these terms and conditions;
- c. has submitted an entry which is not in accordance with these terms and conditions;
- d. the Promoter has reason to believe:
 - i. is not the original entrant;
 - ii. has forged, manipulated, interfered or tampered with, or appeared to benefit from forging, manipulating, interfering or tampering with, the Promotion;
 - iii. has engaged in conduct that is fraudulent, unlawful, misleading or deceptive, or other conduct that interferes with the fair and proper conduct of the Promotion;
 - iv. has made offensive or defamatory comments, or which breach any law or infringe any third party rights (including intellectual property rights);
or
 - v. does anything that may adversely affect the name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion.

6.4 The decision is final and no correspondence will be entered into.

7 Exclusions and liability

- 7.1 Subject to clause 8.1, and to the maximum extent permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this Promotion or as a result of taking or using any prize, except for any liability which cannot be excluded by law.
- 7.2 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 to disqualify any participant from receiving a prize.
- 7.3 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.
- 7.4 These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other warranties (whether express or implied) under 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.
- 7.5 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

8 Termination of Promotion

- 8.1 To the fullest extent permitted by law, and without limited any other terms and conditions of entry, the Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any participant or other person, subject to any written directions given by any relevant authority.

9 General

- 9.1 Any costs associated with accessing the Promotion website and making a claim are the responsibility of entrants and is dependent on the Internet service provider used. All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the entrant. All other incidental and ancillary costs including but not limited to insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the entrant.
- 9.2 Prizes must be taken as offered and cannot be varied.

The Promoter collects personal information ("PI") 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 www.metagenics.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 PI to any entity outside of Australia. By participating in the Promotion, each Eligible Entrant consents to disclosing their PI to the Promoter and the Promoter using and disclosing their PI to the relevant authorities in the relevant States, the Promoter's related entities, the Promoter's agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes). The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter.