

“GUARDIAN SCHOOL BUGS” PROMOTION

HOW TO ENTER

To enter, individuals must:

- a. purchase any participating product advertised under the ‘*School Bugs*’ section of a participating Guardian Pharmacy catalogue or any product featured in the ‘School Bugs and Other Nasties’ book, from any Guardian Pharmacy in NSW, VIC, SA, WA, TAS or QLD between 26/1/12 and close of business on 31/3/12; and
- b. have their Guardian Club membership card swiped by a pharmacy assistant at the time of purchase.

The participating Guardian Pharmacy catalogues are available from the following dates:

- a. January edition available from 26/1/12;
- b. February edition available from 15/2/12; and
- c. March edition available from 16/3/12.

TERMS AND CONDITIONS

1. Information on how to enter and 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 NSW, VIC, SA, WA, TAS and QLD residents who are current Guardian Club members. 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 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 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
5. Incomplete entries will be deemed invalid.

6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per specified purchase requirement; and (b) each entry must be submitted separately and in accordance with entry requirements.
7. 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.
8. Promotion commences on 26/1/12 and ends (for purchases and entries) at close of business on 31/3/12.

The draw will take place at Pin Point Pty Ltd, Level 3, 34 James Craig Road, Rozelle NSW 2039 on 10/4/12 at 12noon AEST.

9. Winners will be notified in writing and their names will be published in The Australian newspaper on 20/4/12.
10. The Promoter's decision is final and no correspondence will be entered into.
11. Entries will be divided into the following State groups: NSW, VIC, TAS, SA, QLD and WA. The first valid entry drawn in each State group will each win an Apple iPad 2 64GB with WI-FI valued at \$799.
12. The colour of the Apple iPad 2 will be determined by the Promoter, in its absolute discretion, subject to availability.
13. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or legal guardian on the winner's behalf.
14. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
15. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value in each State group is \$799.
17. Prizes are not transferable or exchangeable and cannot be taken as cash.
18. A draw for any unclaimed prizes may take place on 10/7/12 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will be notified in writing and their name(s) will be published in The Australian on 20/7/12.
19. 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 competition (including any

outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

20. 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.
21. 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 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.
22. 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) any tax liability incurred by a winner or entrant or (f) use of a prize.
23. As a condition of accepting a prize, each winner (or the winner's parent or legal guardian if the winner is under the age of 18 years) 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.
24. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access,

update or correct information to the Promoter. All entries become the property of the Promoter.

25. 'iPad' is a trademark of Apple Inc. Apple Inc. is not a participant in or sponsor of this promotion.
26. The Promoter is Sigma Company Limited (ABN 44 004 132 923) of 3 Myer Place, Rowville VIC 3178, telephone (03) 9215 9215.

NSW Permit No. **LTPS/11/11442**