

TERMS & CONDITIONS  
GUARDIAN CATALOGUE CUSTOMER FEEDBACK SURVEY 2014  
Win 1 of 3 \$100 Guardian Gift Cards

1. Entry is only open to Australian residents who are Guardian Club members at the time of entry. Individuals who are not existing Guardian Club members can become members by visiting a participating Guardian pharmacy or visiting [guardianpharmacies.com.au](http://guardianpharmacies.com.au) and following the prompts to join.
2. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe and third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
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. To enter, individuals must complete the online Catalogue Customer Feedback Survey by 19/09/2014 and answer the final question in 25 words or less: What exciting new features would you like to see in future Guardian Catalogues. Any incomplete surveys will not grant entry into the game of skill. Only one entry is permitted per person. The promoter reserves the right to verify the validity of entries.
5. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judged decision will be final and no correspondence will be entered into.
6. All entries become and remain the property of the promoter and agencies associated with this promotion (Sigma Pharmaceuticals Ltd).
7. Winners of the competition must be 18 years old and over and residents of Australia.
8. The promoter reserves the right to withdraw or amend the competition as necessary due to circumstances outside of its control.
9. The Prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
10. 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.
11. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
12. By entering the game of skill, all entrants will be deemed to have accepted and agreed to be bound by these rules.

13. Promotion begins September 4, 2014. **Entries close 5pm Friday 19 September.**
14. All entries become the property of Sigma Pharmaceuticals Ltd. The promoter and the Gallery may use the entrant's name and literary pieces for any commercial purpose, including future promotional marketing and publicity purposes. Literary pieces will be published in an anonymised format.
15. Total prize pool value is \$300.
16. Single Prize includes one (1) \$100 Guardian Pharmacy Gift Card. There are Three (3) to be won, for three (3) different members.
17. Entries will be judged at Sigma Pharmaceuticals Limited, 3 Myer Place Rowville Victoria 3178 on Monday 22 September and the winners will be notified by the promoter via email or phone within thirty (30) business days of the competition close date.
18. If Sigma Pharmaceuticals is unable to contact the winner within 3 months of the draw and Sigma Pharmaceuticals Ltd has made every effort to contact them with the member information provided, Sigma Pharmaceuticals will assume that the prize was not accepted by the winner. The prize will be forfeited and no other prize of cash will be awarded in lieu of the prize. If after 3 months, prize is still unclaimed; there will be no redraw and no other valid entry entrant will receive a prize.
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 promotion (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 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.
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 or redemption of a prize.

23. As a condition of accepting the prize, the winner 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 ("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, 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.guardianpharmacies.com.au](http://www.guardianpharmacies.com.au). 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 Eligible Entrants may opt out, access, update or correct their PI, how Eligible 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 entrant's personal information to any entity outside of Australia.
25. The Promoter is Sigma Company Limited (ABN 44 004 132 923), 3 Myer Place, Rowville, Victoria 3178, telephone 03 9215 9866.