

Avène TriAcnéal Expert MAY 2018 - Terms & Conditions

Conditions of entry ("Conditions of Entry")

Promoter: DUGLAS PHARMACEUTICALS Ltd, Central Park Drive, Lincoln, AUCKLAND 0610, NEW ZEALAND.

Promotional Period:

Start date: 17.05.2018 at 10:00 AM

End date: 22.06.2018 at 5:00 PM

Eligible Entrants: Entry is open to New Zealand residents aged 18 and over ("Entrant").

How To Enter - To enter the Promotion, the Entrant must complete the following steps during the

Promotional Period:

a) visit the Avène TriAcnéal Expert Website at <http://www.avene.com.au/triacneal-expert-2016> ("Website");

b) locate the form applicable to this Promotion on the Website ("Form") and complete the form with all the required fields.

Number of entries permitted: The Entrant may enter the Promotion once during the Promotional Period and only one eligible entry per Entrant will be accepted. The Entrant is eligible to win one (1) prize.

Prize Description -

There is one major prize and 20 additional prizes (each a "Prize").

- The major prize consists of one Zoe & Morgan New Moon Necklace (\$200) + a Night Acne pack including Cleanance Micellar Water 400mL (\$42.99), Avène Thermal Spring Water 300mL (\$34.10), Hydrance serum 30mL (\$59.99), TriAcneal Expert 30mL (\$34.99).

Number of this Prize: 1

Value (per Prize): \$371.07

- The other prize consists of a pack that includes: a Night Acne pack including Cleanance Micellar Water 400mL (\$42.99), Avène Thermal Spring Water 300mL (\$34.10), Hydrance serum 30mL (\$59.99), TriAcneal Expert 30mL (\$34.99).

Number of this Prize: 20

Value (per Prize): \$172.07

Total Prize Pool: The total Prize pool is valued at \$3812.47 (including GST).

Winning Method: Entrants must answer a skill question correctly. Winners will be selected at random from all correct entries.

Conditions: Not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion).

Notification of Prize winners: The winners will be notified via email. The winners will be notified publicly (and their details published) at <https://www.facebook.com/EauThermaleAveneNewZealand/> on 25.06.2018.

Unclaimed Prizes: Prize must be claimed by 10.07.2018 at 5:00 PM. Unclaimed Prizes will be disposed of in any manner the Promoter considers appropriate, including the choice to award to a reserve winner whose answer and application may have merits.

Terms and Conditions

1. The Entrant agrees and acknowledges that they have read these Conditions of Entry and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry. Any capitalised terms used in these Conditions of Entry have the meaning given in the preamble of these Conditions of Entry, unless stated otherwise.

These Conditions of Entry apply to all competitions run by the Promoter in New Zealand. They apply to any and all online competitions run by the Promoter in New Zealand, including those on Facebook, LinkedIn and Twitter and any other social media platforms.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries must be received during the Promotional Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. Valid and eligible entries will be accepted up to 22.06.2018 by 5:00 PM.

3. Employees (and the immediate family members of employees) of the Promoter, its retailers, distributors, suppliers and associated companies and agencies are not eligible to enter.

4. Judging:

- a) 25.06.2018 at 10:00 AM: At this judging, the winners will be determined by a panel of judges. After selecting the winners, the judges will select further entries after the winners as reserve winners in case of an unclaimed Prize. Judging will be conducted by a panel of the Promoter's representatives on 25.06.2018 at 10:00 AM Central Park Drive, Lincoln, Auckland 0610, NEW ZEALAND.
- b) The judges' decision is final and binding and no correspondence will be entered into.
- c) If any particular judging is scheduled on a public holiday, the judging will be conducted at the same time and location on the following business day.

5. All reasonable attempts will be made by the Promoter to contact each winner.

6. If any winner chooses not to take their Prize by the time stipulated by the Promoter (or is unable to), they forfeit the Prize and the Promoter is not obliged to substitute the Prize.

7. If a Prize is unavailable, the Promoter reserves the right to substitute the Prize with a Prize to the equal value and/or specification.

8. The value of the Prizes is accurate and based upon the recommended retail value of the Prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the Prizes after that date.

9. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the Website via their Internet service provider.

10. Prizes will be awarded to the person named in the entry and any entry that is made on behalf of an Entrant or by a third party will be invalid.

11. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and Entrant's details (including an Entrant's identity, age and place of residence).

a) In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any

law or infringe any third party rights, including intellectual property rights, are not eligible to win.

b) The Entrant is responsible and may be liable for the content of the entry. In the event that the Promoter fails to immediately identify that the content of an entry may infringe third party rights, including intellectual property rights, the Promoter accepts no responsibility or liability for an Entrant's infringement.

c) The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

12. All entries will be the property of the Promoter. The information Entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may collect Entrants' personal information (including through its contractors or agents) or disclose Entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with, or developing its relationship with, Entrants including to overseas locations. By entering this Promotion, Entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the Entrant via electronic messaging. By entering this Promotion, Entrants consent to receiving SMS or email messages from the Promoter. The Promoter is bound by the Privacy Principles in the Privacy Act 1993.

13. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the Prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the Prize(s).

14. If a Prize is provided to the Promoter by a third party, the Prize is subject to the terms and conditions of the third party Prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Promoter. In such circumstances, the terms and conditions which apply to the Prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes

or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993.

16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, subject to applicable regulation.

17. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.

18. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any Prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

19. The Entrant will licence, assign, authorise, consent or otherwise transfer to the Promoter all intellectual property rights, title and interest (including moral rights) throughout the world in and to all material sent or provided by the Entrant to the Promoter and acknowledges and agrees that the material may be used without further reference or compensation to them. The Entrant may be required to sign documentation as provided by the Promoter to give effect to the above.

20. The Entrant warrants and represents that any material sent or provided by the Entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the Entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.

21. The Promoter accepts no responsibility for any tax implications and the Entrant must seek their own independent financial advice in regards to the tax implications relating to the Prize or acceptance of the Prize.

22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

23. Facebook rules

- a) Subject to Facebook's terms and conditions, each Entrant releases Facebook of liability.
- b) The Promoter acknowledges that the promotion is not sponsored, endorsed or administered by, or associated with, Facebook.
- c) Promotions are administered on pages or within apps on Facebook. However, personal Timelines and friend connections must not be used to administer promotions (ex: "share on your Timeline to enter" or "share on your friend's Timeline to get additional entries", and "tag your friends in this post to enter" are not permitted).