

“TRY SELECTED DERMAL THERAPY PRODUCTS FOR FREE” PROMOTION

TERMS AND CONDITIONS

1. Instructions on how to claim and the Purchased Price Back (defined below) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, participating pharmacies and agencies associated with this promotion are ineligible to claim. 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. Promotion commences on 01/10/16 and closes at 11:59pm AEST on 31/07/17 or when 500 valid claims have been received by the Promoter, whichever is first to occur (“Promotional Period”). Offer is strictly limited to the first 500 valid claims received in accordance with clause 5.
5. To claim, eligible individuals must complete the following steps during the Promotional Period:
 - a) Purchase a participating Dermal Therapy skincare product(s) from a participating pharmacy (“Qualifying Transaction”). The following products are participating products: Dermal Therapy Anti-Itch Soothing Cream 85g, Dermal Therapy Soap Free Wash 250ml, Dermal Therapy Soap Free Wash 1L, Dermal Therapy Dry Skin Lotion 250ml, Dermal Therapy Dry Skin Lotion 750ml, Dermal Therapy Hand Balm 50g, Dermal Therapy Very Dry Skin Lotion 500mL and Dermal Therapy Very Dry Skin Cream 125g, Dermal Therapy Eczema & Psoriasis Cream 50g; Dermal Therapy Eczema Moisturising Lotion 250ml; and then
 - b) visit www.dermaltherapy.com.au/trydermaltherapyforfree and follow the prompts to the promotion claim page, input the requested details including their full name, address, telephone number, product purchased, the pharmacy where the Qualifying Transaction was made and their bank account details (where the Purchased Price Back will be transferred to), upload a copy of their purchase receipt and submit the fully completed claim form.

6. Multiple claims from one household is NOT permitted, strictly one claim per household per transaction. The Promotion is strictly limited to the first 500 valid claims received by the Promoter. For the avoidance of doubt, individuals in the same household can only submit one (1) claim per Qualifying Transaction regardless of the number of Dermal Therapy skincare products in excess of one (1) they purchased in that Qualifying Transaction.
7. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a Purchased Price Back. Purchase receipt(s) must clearly specify the store of purchase, that an eligible product was purchased, and that the purchase was made during the Promotional Period but prior to claim.
8. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. The Promoter is not responsible for any incorrect information provided by the Claimants.
10. Incomplete or indecipherable claims will be deemed invalid.
11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
12. Claimants will be notified by email.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first 500 valid claims received will be awarded with their purchased price back, awarded in the form of EFT transfer (to the nominated bank account provided on the promotion claim page) be transferred within 30 days of claimant receiving email notification ("Cash Back").
15. Cash Backs are not transferable or exchangeable.

16. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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.
17. 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 claimant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used.
19. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
20. 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.
21. 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 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 Cash Back value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Cash Back.

22. 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 <http://dermaltherapy.com.au/web-policy>. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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 claimant's personal information to any entity outside of Australia.
23. The Promoter is Nice Pak Products Pty Ltd (ABN 71 051 956 346) of 120 Woodlands Drive, Braeside VIC 3195. Telephone: 03 8586 0500.