

L'Oreal Paris Worth It Rewards - Chemist Warehouse Terms & Conditions ("Conditions of Claim")

Schedule	
Promotion:	L'Oreal Paris Worth It Rewards - Chemist Warehouse
Promoter:	L'Oreal Australia Pty Ltd ABN 40 004 191 673, 564 St Kilda Road, Melbourne, VIC 3004, Australia. Ph: 03 8680 0000
Promotion Administration:	The Promotion is administered by TLC Marketing Worldwide Asia Pacific Pty Ltd, ABN 75 622 802 180, Ground Floor, 320 Pitt Street, Sydney NSW, 2000, Australia (" TLC "). All correspondence regarding this Promotion should be directed to this address.
Promotional Period:	Start date: 24/06/21 at 09:00 am AEST End date: 31/07/21 at 11:59 pm AEST or once all Gifts available are exhausted
Eligible claimants:	<p>Claims are only open to Australian residents who are 18 years and over.</p> <p>Employees (and their immediate families) of TLC and the Promoter and agencies associated with this Promotion are ineligible to participate in this Promotion. 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. ("Entrants")</p>
How To Claim	<p>To claim a gift, the claimant must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> spend at least \$40 on L'Oreal Paris products in one (1) transaction from any stores displaying promotional material (including online) ("Participating Venues"); and visit chemistwarehouse.com.au/competitions/loreal-rewards or worthitrewards.kopromotions.com.au within 14 days upon making a qualifying purchase or by 14th August 2021 whichever is sooner during the Registration Period, follow the prompts to the Promotion claim page; fully complete and submit the online claim form with their personal details (first name, last name email address and phone number) and proof of purchase (receipt number and original receipt) and submit to claim and create a Chemist Warehouse account. For any valid registration, entrants will receive a Reward Access Code via email after the registration is verified. The email will also ask for the customer to choose which reward they prefer - \$20 THE ICONIC gift voucher or Event Cinema ticket. Claimants will have the choice of a \$20 THE ICONIC gift voucher or an Event Cinemas adult movie voucher. The Reward Access Code ("Reward Code") will be valid for three (3) months from date of issue. When the entrant is ready to redeem their reward, they must email the Reward code sent to their nominated email address and choice of reward to worthitrewards@tlcrewards.com Entrants who perform the above steps will receive an email within three (3) business days with either a Free Cinema or \$20 THE ICONIC gift voucher to use on the partners website or app. These Voucher Codes are valid for use for 48 hours only from issue.

	<p>f) The email will detail exactly how to use the Reward. For the avoidance of doubt, the Reward is a temporary marketing promotion supplied in connection with the purchase of a good and is exempt for any validity requirement.</p> <p>g) All rewards are subject to the terms and conditions of individual promotional partners, which are outlined in Schedule 1.</p> <p>Proof of Purchase: The claimant must retain proof of purchase. The proof of purchase required is an original receipt (or a digital receipt).</p>		
Claims permitted:	<p>Only one (1) eligible claim per person and per transaction will be accepted.</p> <p>Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase per valid receipt; and (b) each entry must be submitted separately and in accordance with entry requirements.</p>		
Gift Description	Number of this gift	Value (per gift)	Conditions
Gift 1: The gift is a \$20 THE ICONIC gift voucher.	Unlimited	AUD\$20.00	<p>Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.</p> <p>The voucher will be delivered by email.</p>
Gift 2: The gift is an EVENT Cinemas adult movie voucher.	Unlimited	AUD\$20.00	<p>The EVENT Cinemas ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</p> <p>The movie ticket will be delivered by email.</p>

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have

the meaning given in the Schedule, unless stated otherwise. Offer not valid in conjunction with any other offer.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible claims will be accepted during the Promotional Period, while stocks last.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" 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.
5. Claimants must keep their proof of purchase specified in How to Claim for their claim as proof of purchase ("Proof of Purchase"). If a claimant fails to produce the Proof of Purchase for their claim, as and when requested by the Promoter, the Promoter has the right to invalidate the claimant's claim and the claimant's right to a gift. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for claim; and (c) that the purchase was made during the Promotional Period and prior to claim. If the Promoter invalidates a claim and forfeits the claimant's right to a gift, the Promoter may require a gift already awarded to be returned to the Promoter or a Participating Venue.
6. The value of the gifts is accurate and based upon the recommended retail value of the gifts (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the gifts after that date.
7. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
8. Each gift will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid. 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.
9. All claims will be the property of the Promoter. The information claimants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect claimants' personal information (including through its contractors or agents) or disclose claimants' personal information to its contractors and agents to assist in conducting this offer or communicating with, or developing its relationship with, claimants including to overseas locations such as New Zealand, the USA, Canada, Singapore and other countries in Asia and the EU. By participating in this offer, claimants 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 claimant via electronic messaging. By participating in this offer, claimants consent to receiving SMS or email messages from the Promoter. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. Claimants can request access to the personal

information the Promoter holds about them by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at <https://www.loreal.com.au/miscellaneous/loreal-australia-privacy-policy.htm> (for Australia) and <https://www.loreal.nz/miscellaneous/privacy-policy.htm> (for New Zealand), contains information about: (a) how claimants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and (b) how claimants can complain about a privacy breach and how the Promoter will deal with such a complaint.

10. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant will prevail over these Conditions of Claim, 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 gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
11. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
12. 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, or suspend or modify a gift.
13. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a claimant cannot provide suitable proof as required by the Promoter to validate their claim, the claimant will forfeit the gift in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to claim a gift. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to claim a gift. The use of any automated claim software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.
14. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the claimant. If the dispute cannot be resolved the Promoter's decision will be final.
15. 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 or wilful misconduct) in connection with this Promotion or accepting or using any gift (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).

16. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
17. Unless otherwise specified, a gift is a single event for the claimant (and where relevant their guests) and cannot be separated into separate events or components.
18. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the gift or acceptance of the gift.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

OTHER GENERAL TERMS & CONDITIONS

20. Entrants must retain their original purchase receipt for the claims as proof of purchase. Failure to produce the proof of purchase when requested may, at the absolute discretion of the Promoter or TLC, result in invalidation of an Entrant's claim (and/or all claims submitted by the Entrant) and forfeiture of any right to a Reward.
21. If there is a dispute as to the identity of an Entrant, TLC or the Promoter reserves the right, in their sole discretion, to determine the identity of the Entrant.
22. The Promoter or TLC reserve the right to request the Entrant to provide proof of identity in order to claim the Reward. Identification considered suitable for verification is at the discretion of TLC or the Promoter. In the event that the Entrant cannot provide suitable proof, the Entrant will forfeit the Reward in whole and no substitute will be offered.
23. The Promoter and TLC's decision in relation to all aspects of this Promotion is final and no correspondence will be entered into.
24. Incomprehensible, indecipherable and incomplete entries / proof of purchase may at TLC's discretion be deemed invalid and not eligible for Reward.
25. The Reward is personal to each Entrant, and cannot be exchanged, transferred, shared or assigned in any manner. Rewards cannot be used or redeemed in conjunction with any other Promotion.
26. Promotion is available online only and therefore access to the internet is required to participate in this Promotion. Any cost associated with accessing the promotional website is the Entrant's sole responsibility and is dependent on the Internet service provider used by the Entrant.
27. The Promoter (including its directors, officers, employees and agents) and TLC reserve the right, at any time, to verify the validity of claims and the Entrant (including a Entrant's identity, age and place of residence) and reserve the right, in their discretion, to disqualify any individuals who they have 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 and TLC's discretion. The Promoter's and TLC's legal rights to recover damages or other compensation in such circumstances are reserved.
28. Failure by the Promoter or TLC to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoter's and TLC's legal rights to recover damages or other compensation arising as a result of such conduct are reserved.
29. The Promoter (including its directors, officers, employees and agents), TLC, its respective agents, Reward providers and distributors are not liable for lost, stolen or damaged Rewards, and to the extent permitted by law do not make any contractual promise or representation regarding the

- quality and/or availability of the services offered and cannot be held liable for any resulting personal loss or damage.
30. The Reward is subject to availability. If the Reward is unavailable, for whatever reason, TLC reserves the right to substitute the Reward for a Reward of equal or greater value and/or specification, subject to any written directions from a regulatory authority.
 31. The Promoter or TLC reserve the right to vary the terms of the Promotion at any time and to withdraw the Promotion without notice.
 32. In the event that for any reason whatsoever a Entrant does not take or claim a Reward (or an element of a Reward) at or by the time stipulated by the Promoter or TLC, then that Reward (or that element of the Reward) will be forfeited by the Entrant and cash will not be awarded in lieu of that Reward (or element of the Reward).
 33. Except for any liability that cannot be excluded by law, the Promoter (including its directors, officers, employees and agents), TLC and the Reward providers (including their respective officers, employees and agents) are not responsible for and exclude all liability (including for negligence) for: any personal injury, death or harm suffered by a Entrant or other person who redeems the Reward (and Entrant releases Promoter and TLC from any such liability); or any loss or damage (including loss of opportunity), whatsoever, whether direct, indirect, special or consequential, arising in any way out of:
 34. any technical difficulties or equipment malfunction (whether or not under the Promoter's or TLC's or Rewards provider's control);
 35. any theft, unauthorised access or third-party interference;
 36. any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or TLC or Rewards provider) due to any reason beyond the reasonable control of the Promoter or TLC or Rewards provider;
 37. any variation in Reward value to that stated in these terms and conditions;
 38. any tax liability incurred by an Entrant or claimant; or
 39. the use and/or taking of a Reward.
 40. Should an Entrant's contact details change during the Promotion, it is the Entrant's responsibility to notify TLC. A request to access or modify any information provided in claim/entry should be directed to TLC.
 41. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason, including by outside act, agent or event that is beyond the reasonable control of the Promoter and TLC, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter or TLC reserves the right, in their sole discretion, to the fullest extent permitted by law:
 42. to disqualify any Entrant; or
 43. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
 44. The terms of the Reward are as stated in these terms & conditions and no other representations (written or oral) shall apply. Nothing in these terms affects any statutory rights an Entrant may have including under the Australian Consumer Law.
 45. To the extent permitted at law, including under the *Privacy Act 1988* (Cth), the entrants consent to the Promoter and TLC using and disclosing their personal information, such as their name, likeness, image and/or voice in the event they are a successful Entrant (including photograph, film and/or recording of the same) in any media for an unlimited period and without remuneration for the purpose of promoting this Promotion (including any outcome) or any further Promotion, and promoting any products manufactured, distributed and/or supplied by the Promoter or TLC.
 46. Personal information (PI) is being collected by TLC and the Promoter in order to conduct this Promotion. For this purpose, TLC and the Promoter may disclose PI to third parties, including but not

limited to their employees, agents, contractors, service providers, suppliers and, as required to under any applicable law, to regulatory authorities. Participation is conditional on a claimant providing TLC and the Promoter this PI. TLC will use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://www.tlcmarketing.com/legals>. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.loreal.com.au/miscellaneous/loreal-australia-privacy-policy.htm> (for Australia) Each Privacy Policy also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about the treatment of their PI, and how those complaints will be dealt with, subject to the consent that a claimant provides above at clause 43 above. The Promoter and TLC may disclose personal information to entities outside of Australia (for a list of countries, see the Promoter's or TLC's Privacy Policies).

47. **HELPLINE:** Consumers may call the Promotion Helpline on 1800 549 823 between the hours of 9:30am and 5:00pm (Sydney Time) or email worthitrewads@tlcrewards.com during the Promotional Period (inclusive) Monday to Friday except for Public Holidays in NSW.

Schedule 1 - CONDITIONS ATTACHING TO THE REWARD:

\$20 THE ICONIC gift voucher

- The Promotional Partner for THE ICONIC Voucher code is The ICONIC Pty Ltd (ABN 50 152 631 082) ("ICONIC")
- Each \$20 THE ICONIC gift voucher is valid for use for 48 hours from issue. It is the responsibility of the holder to use the \$20 THE ICONIC gift voucher by the specified expiry date.
- Each \$20 THE ICONIC gift voucher online at www.iconic.com.au or via THE ICONIC iPhone, iPad or Android App.
- Each \$20 THE ICONIC gift voucher is not valid for use in conjunction with any other voucher code.
- Each \$20 THE ICONIC gift voucher has no cash value and is not for resale.
- Each \$20 THE ICONIC gift voucher is not transferable.
- The \$20 THE ICONIC gift voucher has been awarded with the understanding that codes will not be extended or replaced.
- Where the price of the order exceeds the amount of the voucher, the balance must be paid by an alternative payment method.
- Full terms and conditions for use of \$20 THE ICONIC gift voucher can be found at www.theiconic.com.au

Free Events Cinema Movie Voucher

- The Promotional Partner for the Event Cinema Voucher is Event Cinemas Pty Ltd (ABN 61 067 635 045) ("Events Cinemas")
- Each Free Event Cinema voucher is valid for use for 48 hours from issue. It is the responsibility of the holder to use the Free Event Cinema voucher by the specified expiry date.
- Each Free Event Cinema voucher online at www.eventcinemas.com.au or via the Event Cinemas iPhone, iPad or Android App.

Each Free Event Cinema voucher is not valid for use in conjunction with any other voucher code.

- Each Free Event Cinema voucher has no cash value and is not for resale.
- Each Free Event Cinema voucher is not transferable.
- The Free Event Cinema voucher has been awarded with the understanding that codes will not be extended or replaced.
- Where the price of the order exceeds the amount of the voucher, the balance must be paid by an alternative payment method.
- Full terms and conditions for use of The Free Event Cinema voucher can be found at www.eventcinemas.com.au