

“AQIUM CH2 B2B” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is CH2 (ABN 38 001 655 554) of 17 Hudson Court, Keysborough, VIC 3173 (“**Promoter**”).
3. Entry is only open to Australian businesses who have an account with CH2 (each an “**Eligible Business**”).
4. Employees (and their immediate families) of the Promoter, CH2 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.
5. Entries into the promotion open at 12.01am AEDT on Monday 14/10/2019 and close at 11:59pm AEDT on 08/12/2019 (“**Promotional Period**”). All times referred to herein are AEST/AEDT, as applicable in VIC.
6. To receive an automatic entry into the draw, an authorised representative on behalf of an Eligible Business, must purchase twelve (12) or more units of Aqium 375ml in a single transaction from CH2 using the Eligible Business’ account during the Promotional Period (“**Qualifying Transaction**”). Purchases can be made online, via email, telephone, fax or a CH2 sales representative. Eligible Businesses must ensure they retain their purchase receipt for the Qualifying Transaction. One (1) entry will be awarded for every twelve (12) units of Aqium 375ml purchased in a single transaction during the Promotional Period. For example, if twenty-four (24) units of Aqium 375ml are spent in a single transaction during the Promotional Period, the Eligible Business will receive two (2) automatic entries into the draw.
7. Eligible Businesses must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Business’ entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase (i.e. CH2) and that the purchase was made during the Promotional Period but prior to entry.
8. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any Eligible Business who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry 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. Incomplete, refunded or cancelled transactions will be deemed invalid.
10. If there is a dispute as to the identity of an Eligible Business the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
11. There will be one (1) draw conducted for the entries received fortnightly of the Promotional Period, for a total of four (4) draws (each a “**Fortnightly Draw**”). Entries into each Fortnightly Draw will run as follows:

Fortnight 1: open 12:01am Monday October 14th and close 11:59pm Sunday October 27th
Fortnight 2: open 12:01am Monday October 28th and close 11:59pm Sunday November 10th
Fortnight 3: open 12:01am Monday November 11th and close 11:59pm Sunday November 24th
Fortnight 4: open 12:01am Monday November 25th and close 11:59pm Sunday December 8th

12. All draws will take place at CH2, 17 Hudson Court, Keysborough VIC 3173. Each Fortnightly Draw will take place at 12noon on the Monday after entries close for that Fortnightly Draw, with the first Fortnightly Draw taking place on Monday 28/10/2019 and the last Fortnightly Draw taking place on Monday 09/12/2019. The Promoter may draw additional reserve entries in each Fortnightly Draw and record them in order in case an invalid entry or ineligible business is drawn. Winning Eligible Businesses will be notified by telephone and email within two (2) business days of the relevant draw and the names of the winning Eligible Businesses will be published at www.ch2.net.au from Thursday November 14th (Fortnightly Draws 1 & 2) and Thursday December 12th (Fortnightly Draws 3 & 4). In the event of a winning Eligible Business from SA, their names will also be published in The Advertiser on 12/12/2019.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn in each Fortnightly Draw will each win DeLonghi Nespresso Lattissima One Coffee Machine in white valued at \$399.
15. For the removal of doubt, the prize will be awarded to the owner of the Eligible Business, and not the authorised representative who made the Qualifying Transaction (if not the owner).
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
17. If the 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.
18. Total prize pool value is \$1,596. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. A draw for any unclaimed prizes may take place on 16/03/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winning Eligible Businesses, if any, will be notified in writing via email within two (2) business days of the draw and their names will be published at www.ch2.net.au from 18/03/2019.
20. Eligible Businesses consent to the Promoter and CH2 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 or CH2.
21. 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 Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. 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 2010 (Cth)*, 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.
23. 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 Eligible Business; or (f) use of a prize.

24. Clifford Hallam Healthcare Pty Ltd ("**CH2**") of 17 Hudson Court, Keysborough VIC 3173 (ABN 38 001 655 554) collects personal information ("**PI**") on behalf of the Promoter 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. CH2 will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.ch2.net.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, CH2 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 Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they 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 CH2. CH2 will not disclose PI to any entity outside of Australia.

NSW Permit No. LTPS/