

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to Australian residents who are 18 years and over and are pharmacists or pharmacy staff, retail staff (including nurses, dietitians or naturopaths) employed within pharmacy stores. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. '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 **15th November 2024 12.01am AEST and closes 10th January 2025 11.59pm AEST** ("Promotional Period").
5. Valid and eligible entries will be accepted 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.
6. To be eligible for an entry, during the Promotional Period, the entrant must **successfully complete the 'Digestive Health' modules** by achieving a pass or review on **'Digestive Health' learning plan modules** through the iTherapeutics for Pharmacy AU website. Upon completion of these steps the entrant will gain one (1) entry into the draw for a **chance to win a \$1000 pre-paid VISA gift-card**. Entrants must have their iTherapeutics account up to date with their current and accurate personal and professional details.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. 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 these rights. Upon entering the promotion, the entrant irrevocably agrees to their name, address and age being collected for the purposes of the Promoter being able to identify, contact and verify the identity of the entrant for matters contemplated in and associated with these Terms and Conditions.
8. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which can be found at <https://itherapeutics.com.au/page.jsp?p=Privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Any person that tampers or falsifies information that is required for the entry into the promotion will be disqualified from the promotion at the Promoter's sole discretion.
9. There will be **three (3) draws** conducted at the conclusion of the Promotional Period. The draw will take place remotely at 'iTherapeutics for Pharmacy Pty Ltd' 80 Dorcas St, South Melbourne 3206 at 3pm AEST on 24th January 2025 (via computerised random selection).
10. The first **three (3) valid entries** drawn will win the Draw Prize outlined below.
11. The draw winners will be notified by phone and in writing via email and will be published on the iTherapeutics for Pharmacy AU and associated sites within seven (7) days of the draw.
12. The Promoter's decision is final, and no correspondence will be entered.
13. **Each drawn winner will receive one (1) of three (3) pre-paid Visa gift-cards**, valued at up to \$1000 each ("Draw Prize"). Visa Inc. are not participants in or sponsors of this Promotion.



14. Any ancillary costs associated with redeeming a **pre-paid Visa gift-card** are not included.
15. Prizes cannot be exchanged for other prizes or be redeemed for cash.
16. All reasonable attempts will be made to contact each draw winner.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal or greater value and/or specification, subject to any written directions from a regulatory authority.
18. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
19. Total prize pool is valued at up to **\$3,000**.
20. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
21. Draw prizes must be claimed by 24 January 2025 at 12:00 pm AEST. In the event of an unclaimed draw prize, the prize will be redrawn at the same time and place as the original draw, subject to any directions from a regulatory authority on 24 January 2025. The winner(s) of the redraw will be notified by email within seven (7) days of the redraw and will be published on the iTherapeutics for Pharmacy AU and associated sites by 30 January 2025.
22. By entering into the promotion, entrants consent to the Promoter collecting the entrant's name and image so that in the event an entrant is a winner, that entrant's name and photograph can be used on the Promoter's media, namely being the iTherapeutics for Pharmacy AU website, Newsletters, E-Mail Communications and iTherapeutics' Instagram, Facebook and LinkedIn pages for the purposes of promoting this promotion (and the outcome of the promotion), for an unlimited/undefined period of time without the eligibility or entitlement of any remuneration to the entrant.
23. 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, 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 State or Territory regulation, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. No entry fee is charged by the Promoter to enter the Promotion. Any cost associated with accessing the website is the entrant's responsibility and is dependent on the entrant's Internet service provider used.
25. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
26. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
27. 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. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms and Conditions in the event of any inconsistency. To the extent permitted by law 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 Terms and Conditions or otherwise.
28. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions 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).
29. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions. 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 entrant. If the dispute cannot be resolved the Promoter's decision will be final.



30. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 tax liability incurred by a winner or entrant; or (e) use of a prize. For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
31. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties who have a reasonable need to know of or obtain an entrant's personal information, including but not limited to agents, contractors, service providers, prize suppliers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the promotion. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised or consented to by the entrant, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia or New Zealand.
32. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
34. The Promoter is 'The trustee for iTherapeutics For Pharmacy Unit Trust' (ABN 41420256861) of 14A High Street Inverloch VIC 3996. Telephone (03) 9855 2655.

