

WIN a Specialized Bike for you and your little explorer

Terms & Conditions

Who is running the competition?	The Promoter is Swisse Wellness Pty Ltd (ABN 62 004 926 005), 111 Cambridge St, Collingwood VIC 3066. Phone: 1800 SWISSE.
When will the competition start and end?	The competition starts at 9:00am (AEST) on 21/10/2019 and ends at 11:59pm (AEDT) on 29/10/2019 (the Competition Period).
Who can enter?	<p>You can only enter if you are an Australian resident aged 18 or over, unless you are:</p> <ul style="list-style-type: none"> (a) management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with the competition (including suppliers of the prize); (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in (a) above; or (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter. <p>The persons referred to in (b) above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is eligible in its absolute discretion.</p>
Where will the competition run?	The competition will run in all Australian states and territories.
Do I need to buy anything to enter?	No.
Entry instructions	<p>To enter the competition, entrants must, during the Competition Period:</p> <ul style="list-style-type: none"> (a) Follow @Swisseau & @Specialized_au on Instagram and Facebook; and (b) Tell the Promoter your favourite place to ride with your little explorer and what it would mean to win.
How many winners will there be and how will they be chosen?	<p>A judging panel appointed by the Promoter will review each valid entry before determining the winner.</p> <p>All judging decisions are as determined by the Promoter, in their absolute discretion.</p>
What can I win?	<p>The winner will receive:</p> <ul style="list-style-type: none"> (a) 1 x Specialized Kids Riprock 24 Bike (b) 1 x Specialized Adult Sirrus Bike
Total prize pool	Valued at AUD \$1,450 (including GST) (Total Prize).
How many times can I enter?	Unlimited. Each entry must be submitted separately in accordance with these Terms and Conditions.
How and when will the winners be informed?	Winning entrants will be informed via social media direct messenger at the end of the Competition Period. The winner will also be publicly announced via Instagram and Facebook stories.

Must I keep anything to verify my entry?	No.
If I win, when must I claim my prize?	Prizes must be accepted by 5pm (AEDT) on 30/10/2019. The selected winner is to collect prizes from their nearest specialized store (to be advised by the Promoter). If the winner is located over 50km from a specialized store, delivery of prizes will be arranged.
What if I don't claim my prize on time?	If the prize has been accepted by 5pm (AEDT) on 30/10/2019, the Promoter reserves the right to re-award the relevant prize in accordance with these Terms and Conditions.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period.
- 3 You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

Prizes

- 4 The Prize, or components of the Prize, are not transferable or exchangeable and cannot be taken as cash. The Prize must be taken as offered and may not be varied.

General

- 5 If you are a winner, you agree on your own behalf and on behalf of your child (or you agree to arrange the consent of the child you gift the Prize to) to take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent on your own behalf and on behalf of your child (or you agree to arrange the consent of the child you gift the Prize to) to the Promoter using your names and images in any promotional or advertising activity.
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You must not:
 - (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.

- 8 You are responsible for your child (or the child you gift the Prize to) and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your child (or the child you gift the Prize to) if they breach these conditions, whether or not legally bound by them.
- 9 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 10 The Promoter's decision in connection with all aspects of this competition is final.
- 11 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 12 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 13 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 16 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 17 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 18 The Promoter collects personal information provided by entrants to conduct the competition and may, for this purpose, disclose such information to third parties, including, but not limited to agents, contractors, service providers, prize suppliers and as required, to Australia regulatory authorities to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia. By entering into this competition, you consent to the Promoter keeping your personal information on its database to use for promotional, research, profiling, marketing publicity purposes including sending electronic messages or telephoning the entrant, and you consent to the Promoter keeping your personal information on its database and contacting

you by electronic messaging or telephone. The Promoter's Privacy Policy (see <https://swisse.com/en-au/privacy>) includes information about:

- (i) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
- (ii) how to complain about a privacy breach and how the Promoter will deal with such a complaint.