

## **Blackmores Instagram BSRF Finish Line Giveaway**

To be eligible to enter, during the promotional period individuals must reside in Australia. To enter, individuals must upload a photo of their Blackmores Sydney Running Festival Virtual Run finish line moment to Instagram newsfeed or Instagram Stories and tag @blackmoresaustralia and @officialbsrf in the image. 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.

1. Entry is open to selected Australian residents aged +18 years. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
2. 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 submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
3. Incomplete or indecipherable entries will be deemed invalid.
4. Multiple entries per person are valid during the promotional period.
5. The Promoter reserves the right to republish any of the entry responses to the questions to the Blackmores Instagram wall and Instagram Stories feed.
6. Promotion commences 12/10/20 at 00.00am and entries close 08/11/20 at 11.59pm AEST. The grand prize winner will be selected at the completion of this period. The weekly prize winners will be selected from the pool of entries provided between the following dates:
  - i. Weekly prize #1 – 12/10/20 at 00.00am and 18/10/20 at 11.59pm AEST
  - ii. Weekly prize #2 – 19/10/20 at 00.00am and 25/10/20 at 11.59pm AEST
  - iii. Weekly prize #3 – 26/10/20 at 00.00am and 1/11/20 at 11.59pm AEST
  - iv. Weekly prize #4 – 2/10/20 at 00.00am and 8/11/20 at 11.59pm AEST
7. The judging will take place at Blackmores, 20 Jubilee Avenue, Warriewood NSW, 2102. Winners will be notified via private Instagram message. The Promoter's decision is final and no correspondence will be entered into unless otherwise stated.
8. This is a game of chance.
9. The prizes must be claimed by the winners within one week of being notified. In the event that a winner fails to claim their prize by responding to the Promoter's email or message through Instagram, the prize will be forfeited and the Eligible Entrant who submitted the entry judged to be the next best will be offered the prize.
10. If any prize or part of any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute any prize with a prize to the equal value and/or specification.
11. There are 5 x prizes to be won and they include the following:
  - i. 4 x weekly prizes: Blackmores wellbeing hamper valued at \$130RRP
  - ii. 1 x grand prize: Garmin vívoactive® 4S valued at \$579 RRP & Blackmores wellbeing hamper valued at \$130RRP. Total grand prize valued at \$709.

12. Prizes are not transferable or exchangeable and cannot be taken as cash, unless stipulated otherwise.

13. Total prize pool is valued at \$1,229 AUD.

14. 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 entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

15. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or the Trade Practices Regulations, or similar laws in the State 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.

15. 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 entrant; or (f) use of a prize.

17. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity 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.

18. The personal information collected through the Promotion may be used to contact you regarding the Promotion and may also be used in order to improve our business activities. Please read our Privacy Policy on <http://www.blackmores.com.au/privacy-policy>.

19. The Promoter is Blackmores Limited (ABN 35 009 713 437) of 20 Jubilee Avenue, Warriewood, NSW 2102.

20. By entering and participating, entrant agrees to hold harmless, defend and indemnify Instagram from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the Promotion, or (ii) entrant's participation in any prize related activities,

acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

21. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.