

## ‘ELUCENT REVIEWS’ 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 Ego Pharmaceuticals Pty Ltd (ABN 86 005 142 361) of 21-31 Malcolm Road, Braeside, VIC 3195, Australia, telephone (03) 8766 4100.
3. Entry is only open to Australian residents.
4. Employees (and their immediate families) of the Promoter 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 1<sup>st</sup> cousin.
5. Entries into the promotion open on 20/01/20 and close at 11:59 PM AEDST on 07/02/20 (“**Promotional Period**”).
6. To be eligible to enter for the chance to win a prize, individuals must visit [www.elucentskincare.com](http://www.elucentskincare.com), follow the prompts to the promotion entry page, input the requested details (including full name, date of birth, address, email and contact number), upload a selfie, submit a star rating, submit a review of an Elucent product (purchased within six (6) months), upload an image of the reviewed product, answer the following questions “Is this the first time you have tried Elucent?”, “Which product did you try?”, “Which Elucent product would you like to try next?” and submit the fully completed entry form during the Promotional Period.
7. Only one entry permitted per person.
8. 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 reserves the right, in its sole discretion, to disqualify any individual 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, indecipherable, or illegible entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. Each entry will be individually judged based on the most thorough and honest sounding product review. This component is a game of skill and chance plays no part in determining the winners. The judging will take place at Level 12, 380 St Kilda Road, Melbourne on 12/02/20 at 11:00 AM AEDST. The judges may draw additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The winner will be notified by email and telephone.
12. The Promoter’s decision is final and no correspondence will be entered into.

13. The best two (2) valid entries, as determined by the judges, will win each an Anti-Aging pack valued at \$889.80. The prize includes:
  - 4 x Elucent Anti-Ageing Gentle Cleanser with 2% AHAS, valued at \$119.96
  - 4 x Elucent Anti-Ageing Day Moisturising SPF 50+, valued at \$199.96
  - 4 x Elucent Anti-Ageing Night Moisturising with 8% AHAS, valued at \$199.96
  - 3 x Elucent Anti-Ageing Eye Cream with 4% AHAS, valued at \$149.97
  - 3 x Elucent Anti-Ageing Serum with 16% AHAS, valued at \$149.97
  - 2 x Elucent Anti-Ageing Body Moisturising with 12% AHAS, valued at \$69.98
14. The third (3<sup>rd</sup>) best valid entry, as determined by the judges, will win an Even Tone Pack pack valued at \$725.35. The prize includes:
  - 4 x Elucent Even Tone Exfoliating Cleanser, valued at \$119.96
  - 4 x Elucent Even Tone Day Moisturiser SPF 30, valued at \$199.96
  - 4 x Elucent Even Tone Night Moisturiser, valued at \$199.96
  - 3 x Elucent Even Tone Dark Spot Corrector, valued at \$149.97
  - 3 x Elucent Even Tone Hand Cream, valued at \$55.50
15. The next one-hundred (100) best valid entries, as determined by the judges, will win a Elucent Anti-Ageing Day Moisturising SPF 50+, valued at \$49.99.
16. If for any reason the winner does not take a prize at the time stipulated by the Promoter, then the prize will be forfeited.
17. If any prizes (or part of any prize) are 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 value and/or specification.
18. Total prize pool value is up to \$6614.15.
19. Prizes, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - They will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - Their Content shall not contain viruses or cause injury or harm to any person or entity;
  - They will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;

- they consent to any use of the Content which may otherwise infringe the Content creator's moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights
- they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry (which shall include Content, but exclude the entrant's selfie) to the Promoter, and to execute any documents to confirm such assignment. Entries will not be returned to any entrant.
22. Entrants consent to the Promoter using their name, likeness, image, product review, 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.
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, 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted on behalf of that entrant invalid.
25. 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, 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.
26. 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 or taking of any prize.

27. The Promoter collects personal information ("**PI**") 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. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://elucentskincare.com/privacy-policy> and In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants 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 Promoter.
  
28. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.