

Terms and Conditions of Entry for the "The Bioglan Superfoods Project" (Promotion)

1. These terms and conditions of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. This is a game of skill and chance plays no part in determining the winners.
3. The Promoter is PharmaCare Laboratories Pty Ltd (ABN: 90 003 468 219) of 18 Jubilee Ave, Warriewood, New South Wales 2102 (**Promoter**).

PROMOTION PERIOD

4. The Promotion will be open from 00:01 AEST on **29/06/2014** until 23:59 AEST on **31/08/2014** (**Promotion Period**).

WHO CAN ENTER

5. Entry in the Promotion is only open to Australian residents, who if under 18 years of age have obtained permission from their parent/guardian to enter, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of the prizes); and
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(a) of these Terms (**Eligible Entrant**).

The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

6. To enter and be eligible to win, an Eligible Entrant must, during the Promotion Period:
 - (a) visit www.bioglan.com.au/superfoods and follow the links to the Promotion entry form (**Online Entry Form**);
 - (b) complete the requested personal details on the Online Entry Form including but not limited to their first name, surname, suburb, state, email address and phone number;
 - (c) explain why superfoods are important to them (not mandatory); and

either

 - (d) submit a recipe which contains a superfood, including the recipe name, ingredients and method (**Recipe**) and select one of the following categories for the recipe to be considered under – snacks/drinks, breakfast, lunch, dinner or dessert (**Recipe Category**);

or

 - (e) provide details about, and a link to, their social media page which promotes health and wellness (such as, but not limited to, Facebook page, Blog or Instagram account) (**Social Media Page**)

(**Eligible Entry**).

7. Each Eligible Entry must be:
 - (a) original; and
 - (b) free of any claims, including copyright claims, by other parties.
8. Each Eligible Entry must NOT:
 - (a) be offensive or be likely to cause offence to any person or group of persons;
 - (b) infringe the rights (including intellectual property rights) of any person, whether as a result of being communicated to the public or otherwise;
 - (c) directly reference any other third party trademarks, names or logos other than Bioglan.
9. If the same, or substantially the same, Eligible Entry is submitted in more than one entry, only the first Eligible Entry received will be accepted. If, in the Promoter's opinion, two (2) or more entries are the same, or are substantially the same, the Promoter may, in its absolute discretion, exclude one or more of the Eligible Entrants who submitted those entries.
10. Eligible Entries will be deemed to be received at the time of receipt in the Promoter's database and not at the time of transmission by the entrant.

JUDGING DETAILS

11. Judging will take place at PharmaCare Laboratories Pty Ltd, 18 Jubilee Ave, Warriewood, New South Wales 2102 (**Judging Location**) by at least three (3) representatives of the Promoter at 12 noon AEST on **19/09/2014 (Judging)**.

Prior to the Judging, representatives of the Promoter will test a number of Recipes submitted to aid in the Judging process.
12. All Eligible Entries received during the Promotion Period will be individually judged based on originality, creative merit, taste (where applicable) and the overall ranking of the health benefits of the submission, in the opinion of the Promoter (**Judging Criteria**).

MAJOR PRIZE WINNER ASSESSMENT & PRIZE INFORMATION

13. There will be one (1) winning Recipe selected from each of the five (5) Recipe Categories and one (1) Social Media Page each be awarded a major prize as detailed in paragraph 14.

Six (6) major prizes will be awarded in total.
14. Each major prize is an incredible prize pack valued at \$2,551.67 RRP (including GST) including:
 - (a) inclusion of their winning Recipe or Social Media Page in the new Bioglan cookbook;
 - (b) Vitamix® Total Nutrition Center™ valued at \$995.00 RRP (including GST);
 - (c) Global Knife Millennium Cutlery Block Set (seven (7) piece set – product code 79565) valued at \$749 RRP (including GST);
 - (d) SCANPAN Induction+ two (2) piece set (product code 17088) valued at \$529.00 RRP (including GST);
 - (e) Bioglan SuperFoods hamper valued at \$203.67 RP (including GST), including Acai Powder, Beetroot Powder, Cacao Powder, Camu Powder, Chia Seeds, Coconut

Oil, Coconut Water Powder, Maca Powder, Spirulina Powder, Brown Rice with Cacao Protein and Fibre Boost Powder; and

- (f) five (5) copies of the cookbook when published valued at \$15 RRP (including GST)

(Major Prize).

MINOR PRIZE WINNER ASSESSMENT & PRIZE INFORMATION

15. After the Major Prize winners have been determined. as per the Judging Criteria, there will be a minimum of 20 further Recipes from across the five (5) Recipe Categories, as well as five (5) Social Media Pages each be awarded a minor prize as detailed in paragraph 16.

16. Each minor prize is a prize pack valued at \$233.67 RRP (including GST), including:

- (a) inclusion of their winning Recipe or Social Media Page in the new Bioglan cookbook;
- (b) Bioglan SuperFoods hamper valued at \$203.67 RP (including GST), including Acai Powder, Beetroot Powder, Cacao Powder, Camu Powder, Chia Seeds, Coconut Oil, Coconut Water Powder, Maca Powder, Spirulina Powder, Brown Rice with Cacao Protein and Fibre Boost Powder; and
- (c) two (2) copies of the cookbook when published valued at \$15 RRP (including GST)

(Minor Prize).

RUNNER UP WINNER ASSESSMENT & PRIZE INFORMATION

17. After the Minor Prize winners have been determined, as per the Judging Criteria, there will be up to 80 further winning Recipes selected from across the five (5) Recipe Categories each will be awarded a runner up prize as detailed in paragraph 18.

18. Each runner up prize winner will have their Recipe featured on the Bioglan SuperFoods website and will receive a \$50 (including GST) Bioglan SuperFoods voucher, redeemable on www.health365.com.au and valid for 6 months from the date of issue (**Runner Up Prize**).

NOTIFICATION OF WINNERS

19. All prize winners will be notified in writing and the Major Prize winners will also be notified by phone.

20. If any winner is unable to be contacted by 12 noon AEST **26/09/2014** a new winner(s) will be chosen in accordance with the Judging process above.

GENERAL

21. Eligible Entrants may submit multiple entries in the promotion as long as each entry relates to a unique Recipe or Social Media Page.

22. Incomplete or indecipherable entries will be deemed invalid.

23. The Promoter may require an Eligible Entrant to provide proof of identity, proof of age and/or proof of residency.

24. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

25. If more than one person attempts to claim a prize, the Promoter has sole and absolute

discretion to determine which of those persons the winning entrant is.

26. Prizes, or components of prizes, are not transferable or exchangeable and cannot be taken as cash, unless otherwise stipulated.
27. Any tax liabilities arising from the winning of a prize are the responsibility of the prize winner.
28. All costs associated or arising in connection with a prize not provided for in these terms and conditions are the responsibility of the prize winner.
29. In the event that a prize or any part of a prize becomes unavailable for any reason beyond the reasonable control of the Promoter or the agency administering the prize, the Promoter reserves the right to substitute any or all of the prize for another prize which, in the reasonable opinion of the Promoter, is similar to the prize (or relevant component of the prize) or of a similar value.
30. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.
31. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.

32. The:

- (a) Promoter, the Promoter's related entities and all agencies associated with the Promotion; and
- (b) employees, agents, directors and contractors, of all entities referred to in paragraph 32(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

33. Entrants consent to the Promoter using their name, likeness, and or image, any content supplied as part of an Eligible Entry (such as Recipe, reference to their Social Media Page or explanation of why superfoods are important), in any media for an unlimited period without remuneration.
34. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law.

CONTENT

35. When an entrant submits any materials via the promotion such as text (**Content**), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates

and sub-licensees, a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.

36. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the fullest extent permitted by law. Entrants warrant and agree that:
- (a) 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, or otherwise unsuitable for publication;
 - (b) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
 - (c) 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.
37. Without limiting any other terms, the entrant agrees to indemnify the Promoter for any breach of the above terms.

PERSONAL INFORMATION

38. Immediately upon submission by an entrant, their entry/entries become the sole property of the Promoter.
39. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting and verifying the winners.
40. Should an entrant's Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter by contacting the Promoter using the 'Contact Us' form on the Online Entry Site.
41. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion.

OPTING-IN TO HEAR FROM THE PROMOTER

42. Should an entrant consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the Online Entry Form, information provided by the entrant may be entered into a database and may be used by the Promoter, the Promoter's related entities, and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to the entrant.
43. Entrants who elect to 'opt in' may request to update or correct their Personal Information held by the Promoter and/or may request that they not receive further Promotional or marketing communications from the Promoter at any time by contacting the Promoter at webteam@pharmacare.com.au or by electing to 'opt out' by using the 'opt out' function on any marketing materials received.

PRIVACY POLICY

44. Entrants may view the Promoter's privacy policy by visiting www.bioglan.com.au/privacypolicy
45. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012) as well as any other

applicable laws.