

TERRYWHITE CHEMMART– SWIPE AND WIN \$10,000 COMPETITION

HOW TO ENTER

To be eligible to enter the competition, individuals must be members of the Terry White Chemmart Rewards Program and must present their Loyalty / membership card at the point of sale when they make a qualifying purchase of any eligible product at selected TerryWhite Chemmart stores, excluding TerryWhite Chemmart Ceduna Eyre Highway, TerryWhite Chemmart Mallala, TerryWhite Chemmart Novar Gardens, TerryWhite Chemmart South Plympton, Peter Needs' TerryWhite Chemmart, Thomas & Chong TerryWhite Chemmart, Hawgood Margate, Mackay Megasave, TerryWhite Chemmart Hawgraves.

between 9.00am AEDST on Thursday 1st November 2018 and 11:59pm AEDST on Tuesday 20th November 2018 ("Promotional Period").

For the first qualifying purchase made in the Promotional Period, the entrant will receive one (1) entry into the prize draw to win \$10,000. Only one entry can be made per member, per transaction.

Participants in the promotion must retain the original or copy of their purchase receipt.

TERMS AND CONDITIONS

1. Any information on how to enter the competition and prizes received by the winners of the competition form part of these Terms and Conditions. Participation in the competition is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents only who are aged 18 years or older and who are members of the TerryWhite Chemmart Rewards Program. Employees (and their immediate families) of the Promoter, or of a TerryWhite Chemmart store or other agencies or companies associated with this Promotion may be entered into the competition as a result of making qualifying purchases and presenting their loyalty/membership card, but are ineligible to win the competition.
3. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's receipt number, 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. 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.
4. Entrants may enter the prize draw only once during the Promotional Period. To be eligible to win the competition, the entry must comply with entry requirements specified in these Terms and Conditions.
5. 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.
6. Entrants must retain the original or a copy of TerryWhite Chemmart purchase receipt(s) for entry into the competition as proof of purchase. Failure to provide proof of purchase for entry when requested may, in the absolute discretion of the Promoter, result in invalidation of the entrant's entry and forfeiture of any right to a prize. Purchase receipt must clearly specify the store of purchase and that the purchase was made during the Promotional Period.

7. The Competition commences 9.00am AEDST on Thursday 1st November 2018 and finishes at 11:59pm AEDST on Tuesday 20th November 2018. Entrants who make qualifying purchases and present their membership card, or sign up for a membership card, between 9:00am AEDST on Thursday 1st November 2018 and 11:59pm AEDST on Tuesday 20th November will be entered into the prize draw to have the chance to win AU\$10,000.

8. The entries for each draw will be exported and encrypted for the purposes of entering the information into a logic engine which will draw the winners of each draw at random. An independent scrutineer will witness the random selection of the encrypted identifier and the independent lookup of the encrypted identifier to the original list of entrants.

9. The draw for the AU\$10,000 will take place at the Melbourne Support Office of TW&CM Pty Ltd, Level 9, 606 St Kilda Road, Melbourne 3004 on Friday 23rd November 2018 between 9:00am and 5:00pm AEDST. The first valid entry drawn on Friday 23rd November 2018 will win AUD\$10,000. The winner will be notified by telephone or in writing by mail or email within two (2) working days of the draw and the prize winner's names for the first draw will be published on www.terrywhitechemmart.com.au on Monday 26th November 2018.

The Promoter's decision is final and no correspondence will be entered into.

There is one prize to be won valued at AU\$10,000 payable by bank cheque, cheque or electronic funds transfer at the sole discretion of the Promoter.

The prize is to be taken as is and cannot be modified or amended. The prize is not transferrable or exchangeable for other goods. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent legal and/or financial and accounting advice prior to acceptance of the prize.

10. The prize draw will be conducted as an electrical draw using approved a random selection and lock method using Microsoft Excel software. The data will be frozen for reference. The draw will be officiated by an independent scrutineer.

11. The winner is responsible for providing valid contact details for communication and liaising with the Promoter to coordinate the transfer of the prize to the winner.

12. The winner is responsible for ensuring that they provide correct Bank details for the funds transfer.

13. The Promoter, in its sole discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

14. Total prize pool value for this competition is AU\$10,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable.

15. If for any reason a prize is not claimed by the time determined by the Promoter in its sole discretion or the Promoter is unable to contact a winner, a redraw for the unclaimed prize will take place on Monday 26th November 2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone and in writing by mail or email within two (2) business days of the redraw, and the prize winner's name (if any) will be published on

www.terrywhitechemmart.com.au by Wednesday 28th November 2018. The prize draw process in Clause 10 will be repeated if there are any subsequent redraws required.

16. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the competition, or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

17. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media, including social media, for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18. Any costs associated with entering the competition or redeeming a prize is the entrant's sole responsibility.

19. If this competition 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 any written directions from a regulatory authority, to modify, suspend, terminate or cancel the competition, as appropriate.

20. 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 State and Territories of Australia ("Non-Excludable Guarantees").

21. 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; (f) use of the prize or (g) any other reason arising in any way out of or in connection with the competition.

22. 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 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, research, profiling 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. By entering the competition and opting in at the point of entry into the competition, each entrant agrees that the Promoter may use the entrant's personal information in this way.

23. The laws of Australia apply to this competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

The Promoter is:

TW & CM Pty Ltd
Level 9, 606 St Kilda Road
Melbourne 3004
Telephone: 03 8563 9900