

“AQIUM B2B” 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 Rd, Braeside VIC 3195 (“**Promoter**”).
3. Entry is only open to Australian businesses who have an account with Vital Medical Supplies and/or EBOS Healthcare (each an “**Eligible Business**”).
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 1st cousin.
5. Entries into the promotion open on 11/03/2019 and close at 4:59pm AEST on 02/06/2019 (“**Promotional Period**”).
6. To receive an automatic entry into the draw, an authorised representative on behalf of an Eligible Business must, during the Promotional Period, spend \$50 or more on Aqium Ultra 375ml products in a single transaction at Vital Medical Supplies and or EBOS Healthcare using their account (“**Qualifying Transaction**”). Purchases can be made at Vital Medical Supplies and/or EBOS Healthcare via email, telephone, fax or via a sales representative. Eligible Businesses must ensure they retain their purchase receipt for the Qualifying Transaction. One entry will be awarded for each \$50 spent in a Qualifying Transaction. For example, if \$100 is spent in a single transaction, the entrant will be entitled to two (2) entries.
7. Multiple entries permitted, subject to the following: (a) one (1) entry permitted per \$50 spent in each Qualifying Transaction and (b) each entry/purchase must be submitted separately and in accordance with entry requirements.
8. Eligible Businesses must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Business’ entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase (i.e. Vital Medical Supplies and/or EBOS Healthcare) and that the purchase was made during the Promotional Period but prior to entry.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any Eligible Business 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.
10. Incomplete, refunded or cancelled transactions will be deemed invalid.
11. If there is a dispute as to the identity of an Eligible Business the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
12. There will be one (1) draw conducted for the entries received each month of the Promotional Period, for a total of three (3) draws (each a “**Monthly Draw**”). Entries close for each Monthly Draw on the dates specified in the table below. Each Monthly Draw will take place at Ego Pharmaceuticals, 6 Oppenheim Way, Dandenong South, VIC 3175 at 12:00pm AEST on the

dates specified in the table below. The Promoter may draw additional reserve entries in each Monthly Draw and record them in order in case an invalid entry or ineligible business is drawn. Non-winning entries in each Monthly Draw will NOT be entered into any subsequent Monthly Draw(s). Winning Eligible Businesses will be notified by telephone and email within two (2) business days of the relevant draw and the names of the winning Eligible Businesses will be published at www.vitalmedicalsupplies.com.au and www.eboshealthcare.com.au from the dates specified in the table below. In the event of a winning Eligible Business from SA, their names will also be published in The Advertiser on 11/06/2019.

Monthly Draw	Entries close	Draw date	Publication date
1	11:59pm AEST 07/04/2019	09/04/2019	10/04/2019
2	11:59pm AEST 05/05/2019	07/05/2019	08/05/2019
3	4:59pm AEST 02/06/2019	04/06/2019	05/06/2019

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn in each Monthly Draw will each win an Apple iPad 9.7-inch 128 GB WiFi valued at \$599.
15. For the removal of doubt, the prize will be awarded to the owner of the Eligible Business, and not the authorised representative who made the Qualifying Transaction (if not the owner).
16. 'iPad' is a trademark of Apple Inc. Apple Inc. is not a participant in or sponsor of this promotion.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is \$1,797. Prizes are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any unclaimed prizes may take place on 04/09/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winning Eligible Businesses, if any, will be notified in writing via email within two (2) business days of the draw and their names will be published at www.vitalmedicalsupplies.com.au and www.eboshealthcare.com.au from 06/09/2019.
21. Eligible Businesses consent to the Promoter using their 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 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.
22. 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 Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. 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 2010* (Cth), 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.

24. 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 Eligible Business; or (f) use of a prize.
25. 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 <http://www.egopharm.com/privacypolicy/>. 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 Eligible Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they 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. The Promoter will not disclose PI to any entity outside of Australia.
26. Vital Medical Supplies and EBOS Healthcare will share certain PI with the Promoter (in accordance with their privacy policy available at www.eboshealthcare.com.au), being entrants' names and spend on the Promoter's products, as part of managing this promotion.

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