

**12 days of Christmas Terms & Conditions ("Conditions of Entry")**

| Schedule  |   |                      |                           |                   |                      |                |   |                               |         |
|---|---|----------------------|---------------------------|-------------------|----------------------|----------------|---|-------------------------------|---------|
| <b>Promotion:</b>   | 12 days of Christmas  |                      |                           |                   |                      |                |   |                               |         |
| <b>Promoter:</b>  | Phytomed Australia Pty. Ltd, Level 12, 189 Kent Street, Sydney NSW 2000.  |                      |                           |                   |                      |                |   |                               |         |
| <b>Promotional Period:</b>  | <b>Start date:</b> 10/12/18 at 12:01 am AEDT<br><b>End date:</b> 21/12/18 at 11:59 pm AEDT  |                      |                           |                   |                      |                |   |                               |         |
| <b>Entry Periods:</b>   | <b>Daily Entry Period</b>   | <b>Entries Open*</b> | <b>Entries Close</b>      |                   |                      |                |   |                               |         |
|   | 1   | 10/12/18             | 10/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 2   | 11/12/18             | 11/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 3   | 12/12/18             | 12/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 4   | 13/12/18             | 13/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 5   | 14/12/18             | 14/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 6   | 15/12/18             | 15/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 7   | 16/12/18             | 16/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 8   | 17/12/18             | 17/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 9   | 18/12/18             | 18/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 10  | 19/12/18             | 19/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 11  | 20/12/18             | 20/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
|   | 12  | 21/12/18             | 21/12/18 at 11:59 pm AEDT |                   |                      |                |   |                               |         |
| *Entries will open from when the new promotional post is published for that day which will be sometime after 12.01am on the date listed above.  |   |                      |                           |                   |                      |                |   |                               |         |
| <b>Eligible entrants:</b>   | Entry is only open to Australian residents who are 13 years and over. Entrants under the age of 18 must have parent or legal guardian approval to enter.  |                      |                           |                   |                      |                |   |                               |         |
| <b>How to Enter:</b>  | <p>A new promotional post will be published on both the Kiwiherb Australia Facebook Page and Instagram Page during each Daily Entry Period.</p> <p>To enter the Promotion, the entrant must complete either of the following two (2) entry methods during a Daily Entry Period:</p> <p>A) <b>Entry Method 1 – Facebook:</b> visit the Kiwiherb Australia Facebook Page at <a href="http://www.facebook.com/Kiwiherb.Australia">www.facebook.com/Kiwiherb.Australia</a> and comment on the promotional post for that day with an answer to question outlined within the post; <b>OR</b></p> <p>B) <b>Entry Method 2 – Instagram:</b> visit the Kiwiherb Australia Instagram Page (@kiwiherb_au) and comment on the promotional post for that day with an answer to question outlined within the post.</p> <p>The entrant consents to their name being published on the Kiwiherb Australia Facebook Page and/or Instagram Pages if they are a winner.</p> |                      |                           |                   |                      |                |   |                               |         |
| <b>Entries permitted:</b>   | Multiple entries permitted subject, however each entry must be submitted separately and in accordance with the entry instructions. Limit one (1) prize permitted per person for the entire Promotional Period.  |                      |                           |                   |                      |                |   |                               |         |
| <table border="1"> <thead> <tr> <th>Prize Description</th> <th>Number of this prize</th> <th>Winning Method</th> </tr> </thead> <tbody> <tr> <td>                     The prize is Kiwiherb gift pack containing the following:                     <ul style="list-style-type: none"> <li>• Kiwiherb DermaCare Cream 50g</li> <li>• Kiwiherb Foot &amp; Nail Care Cream 50g</li> <li>• Kiwiherb Skin Clear Gel 20g</li> <li>• Kiwiherb Skin Restore Cream 50g</li> <li>• Kiwiherb Baby Balm 50g</li> </ul>                     Prize delivery may be slow at this time of year. Please note potential time delays with prize delivery.                 </td> <td>12 (1 per Daily Entry Period)</td> <td>Judging</td> </tr> </tbody> </table> |   |                      |                           | Prize Description | Number of this prize | Winning Method | The prize is Kiwiherb gift pack containing the following: <ul style="list-style-type: none"> <li>• Kiwiherb DermaCare Cream 50g</li> <li>• Kiwiherb Foot &amp; Nail Care Cream 50g</li> <li>• Kiwiherb Skin Clear Gel 20g</li> <li>• Kiwiherb Skin Restore Cream 50g</li> <li>• Kiwiherb Baby Balm 50g</li> </ul> Prize delivery may be slow at this time of year. Please note potential time delays with prize delivery. | 12 (1 per Daily Entry Period) | Judging |
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|                             |   |
|-----------------------------|---|
| <b>Winner notification:</b> | The winners will be contacted by their Facebook or Instagram account (based on their method of entry) within fourteen (14) days of the judging. The winner's first name will be published on the Kiwiherb Australia Facebook Page and/or Instagram Pages.                         |
| <b>Unclaimed Prizes:</b>    | In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize. |

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. Judging:
  - a) The winners will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual creative merit of the answer provided to the promotional question.
    - i) The best valid entry received for each daily promotional post (across both Facebook and Instagram), as determined by the judges, will each win the prize specified in the Schedule above.
    - ii) The judges may select 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.
    - iii) The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. *Applicable to Facebook Entry:* Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>). This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook. The entrant releases Facebook and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.
10. *Applicable to Instagram Entry:* Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.

12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
15. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
16. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.kiwiherb.com.au/terms/privacy-security/>. The entrant may access, update and seek correction of the personal information the Promoter holds about them and complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws by contacting the Promoter (address outlined in the Schedule above). The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries outside of Australia.
17. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

22. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
26. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
27. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.