

## **“PANADOL SWITCH OFF - NATIONAL” 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. Entry is only open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, participating Priceline retailers 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.
3. Promotion commences on 01/11/2017 and final entries close at 11:59pm AEDST on 26/12/2017 (“Promotional Period”).
4. To enter, individuals must undertake the following steps, during the Promotional Period:
  - visit [www.Panadol.com.au/switchoff](http://www.Panadol.com.au/switchoff) ;
  - follow the prompts to the promotion entry page;
  - input the requested details including their first name, last name, date of birth, mobile phone and valid email address;
  - provide an answer in 25 words or less, to the question “Why do you want to forget the phone, ignore emails and switch off life’s headaches?”;
  - If they wish, upload a photograph that demonstrates why they need to switch off (“Photograph”), in support of their entry. For the avoidance of doubt, the Photograph can be a Photograph that was taken before the start of the Promotional Period or during the Promotional Period. Photograph upload is optional, however, if one is uploaded it will be considered in the winner process determination;
  - Select a preferred weekend for travel from the drop down menu (“Weekend”). Initially there will be eight (8) Weekends to choose from, however each week of the promotion there will be one (1) less Weekend to select. Individuals entering in the last week of the promotion will only be able to select from one (1) Weekend; and
  - submit the fully completed online entry form.
5. 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.

6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one (1) entry is permitted per person.
8. 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.
9. There will be one (1) prize awarded each week of the Promotional Period (each a "Weekly Prize"). For the purposes of awarding each Weekly Prize, the Promotional Period will be divided into eight (8) weekly entry periods (each a "Weekly Entry Period"). Entries for each Weekly Entry Period close at 11:59pm AEDST on the dates indicated in the table below. Entries will be divided into a further group according to the Weekend selected at the time of entry. However, at the end of each Weekly Entry Period, the Promoter will only judge the entries that selected the Weekend according to the Weekly Prize awarded for that Weekly Entry Period (as outlined in the table in Clause 11 below). For example, Promoter will only judge entries for entrants that selected Weekend A in Weekly Entry Period 1. If an entrant selected Weekend B, in Weekly Entry Period 1, their entry will not be judged until entries close for Weekly Entry Period 2.
10. The judging for each Weekly Entry Period will take place at WhiteGrey, Level 1, 1 Kent Street, Millers Point NSW 2000 commencing on the dates indicated in the table below. The judges may select additional reserve entries which they determine to be the next best (for each Weekly Entry Period), and record them in order, in case of an invalid entry or ineligible entrant. Winners will be notified by telephone and email. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creativity, connection and storytelling.

Weekly Entry Period	Entries Close	Weekend	Judging Commences
1	07/11/2017	Weekend A – staying 02/02/2018 – 05/02/2018	10/11/2017
2	14/11/2017	Weekend B – staying 09/02/2018 – 12/02/2018	17/11/2017
3	21/11/2017	Weekend C – staying 16/02/2018 – 19/02/2018	24/11/2017
4	28/11/2017	Weekend D – staying 23/02/2018 – 26/02/2018	01/12/2017
5	05/12/2017	Weekend E – staying 02/03/2018 – 05/03/2018	08/12/2017
6	12/12/2017	Weekend F – staying 09/03/2018 – 12/03/2018	15/12/2017
7	19/12/2017	Weekend G staying 16/03/2018 – 19/03/2018	05/01/2018
8	26/12/2017	Weekend H – staying 23/03/2018 – 26/03/2018	05/01/2018

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

12. The best valid entry, as determined by the judges, for each Weekly Entry Period, will each win the Weekly Prize of a three (3) night stay (staying the Weekend according to the Weekly Entry Period they were selected), for four (4) people, at a holiday house in Sydney, NSW valued at up to \$5,650 depending on point of departure. Each Weekly Prize includes:
  - Four (4) x return economy airfares from winner's nearest capital city to Sydney, NSW (only provided if winner resides outside of NSW). For clarity, If the winner is from NSW, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash;
  - Return private airport to accommodation transfers (only provided if winner resides outside of NSW). For clarity, If the winner is from NSW, then the prize does not include transfers and the transfers component of the prize is not redeemable for cash; and
  - Three (3) nights accommodation in a holiday house in Sydney, NSW with check in on Friday and check out the following Monday (exact house and location to be determined by the Promoter in its absolute discretion).
13. All prize winners must take the prize on the Weekend according to their winning entry. Prizes are subject to booking and flight availability. Winners cannot travel at the same time as any other winner. Spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. Winners (and their companions) must depart from and return to the same departure point and travel together. Prize is subject to the standard terms and conditions of individual prize and service providers. Frequent flyer points will not form part of the prize. Winners may be required to present their credit card at time of accommodation check in.
14. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize.
15. If for any reason a winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If any prize (or part of any prize) is 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.
17. Total prize pool value is up to \$45,200. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to Photographs, comments, answers, 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:

- (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, 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;
- (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- (d) 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;
- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) 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.

- 19. As a condition of entering this promotion, each entrant 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 their entry (which shall include Content) 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.
- 20. Entrants 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.
- 21. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.

22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
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, 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 entrant; or (f) use of a prize.
25. As a condition of accepting the prize, each winner (and his/her companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
26. 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 and prize suppliers. 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://au.gsk.com/en-au/privacy-policy/>. 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. The Promoter may disclose personal information overseas, see the Promoter's Privacy Policy for more details.

27. The Promoter is GlaxoSmithKline Consumer Healthcare Australia Pty Ltd (ABN 68 603 310 292) of 82 Hughes Avenue, Ermington NSW 2115. Telephone: 02 9684 0888.