

LONG FORM TERMS AND CONDITIONS

**For publication on the promotion website – with a link provided on the entry form and all marketing materials (see short form T&Cs below).*

TERMS AND CONDITIONS:

1. Instructions and information about this game of chance promotion and how to enter form part of these Terms and Conditions. Submitting an entry is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer, discount or promotional coupon. Nothing in these Terms and Conditions 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).
2. Participation in this promotion is only open to permanent Australian residents aged 18 years or over. Employees and officers (and their immediate families) of the Promoter, Woolworths and agencies associated with the 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.
3. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, nominated household address and proof of purchase) and to disqualify any entrant who the Promoter reasonably believes has submitted an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process in any way. 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.
4. Incomplete, ineligible, indecipherable, late or illegible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected entries, entries or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. Instant win game materials void if stolen, forged, mutilated or tampered with in any way. The Promoter has no control over telecommunications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
5. To participate in this promotion individuals must purchase two (2) x OGX® products in a single transaction instore or online from Woolworths anywhere in Australia (**Qualifying Purchase**) between 12:01am AEDST on 20/01/2023 and 23:59pm AEDST on 20/02/2023 (**Promotional Period**) and submit an entry within the Promotional Period. One (1) entry is permitted per Qualifying Purchase. One (1) entry is permitted per person per day.
6. To submit an entry, participants must go online to www.winwithOGX.com.au and (a) provide their details as prompted, including full legal name, current Australian address, contact information (b) upload a photo of their Qualifying Purchase receipt when prompted; and (c) submit the fully completed online entry form. Entrants must retain their Qualifying Purchase receipt as proof of purchase for all entries. Proof of purchase must clearly specify the two (2) products purchased, the store of purchase and that the purchase was made during the Promotional Period but prior to the entry.

Instant Win

7. **Draw:** There will be one (1) 5 minute period time per hour within the Promotional Period randomly selected by a computerised random system at 389/44 Lakeview Drive Scoresby VIC 3179, Australia (each an **Hourly Winning Time**).
8. **Instant Prizes:** The first valid entry received during each Hourly Winning Time will win a \$50 AUD Digital Prepaid Mastercard® card (**Instant Prize**). The total Instant Prize pool is valued at \$38,400 (including GST). Any ACT or SA winners of an Instant Prize will have their names will be published online at www.WinWithOGX.com.au on 10/03/2023 AEDST. For the avoidance of doubt, an hour runs from the start of an hour to 59 minutes and 59 seconds past the hour (inclusive), e.g., 12:00:00pm – 12.59:59pm. There are 768 Instant Prizes available to be won.
9. **Winners:** Entrants will be notified by email, to the email address nominated on their entry form, if they have won an Instant Prize. Instant Prize winners must activate their Instant Prize in accordance with that email by 23:59 AEDST on 27/04/2023. Any Instant Prizes that are won but remain unclaimed will be awarded in the unclaimed prize draw.

Major Draw

10. **Major Prizes:** One (1) valid entry drawn randomly from all valid entries received during the Promotional Period, will win a AUD\$10,000 Digital Prepaid Mastercard® card (**Major Prize**).
11. **Draw:** The Major Draw will take place at Kollwitz Owen, 389/44 Lakeview Drive Scoresby VIC 3179, Australia at 11:00am AEDST on 27/02/2023. The first valid entry drawn will win the Major Prize.
12. **Winner:** The winner of the Major Prize will be notified by email, to the email address provided on their entry form within seven (7) business days of the Major Draw and their name will be published online at www.WinWithOGX.com.au on 10/03/2023.

General

13. If no valid entry is received during an Hourly Winning Time, no Instant Prize will be awarded in respect of that Hourly Winning Time. A maximum of one (1) Instant Prize will be awarded in respect of each Hourly Winning Time.
14. A draw for the Major Prize if unclaimed or any Instant Prize that is won but remains unclaimed may take place 11:00am AEDST at Kollwitz Owen, 389/44 Lakeview Drive Scoresby VIC 3179 on **28/04/2023** subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) business days of the draw. In the event of a winner for the Major Prize or any ACT or SA winners of an Instant Prize, their names will be published online at www.WinWithOGX.com.au on **05/05/2023**.
15. The Promoter will verify the identity of all winners before any Instant Prize or Major Prize is awarded. Failure to produce verifying information or documents to the Promoter on request may, in the absolute discretion of the Promoter, result in invalidation of an entry and forfeiture of any right to any prize. 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. What constitutes sufficient information or documents to verify an entrant's identity will be determined by the Promoter in its sole discretion.
16. This is a game of chance promotion and skill plays no part in determining the winners.

17. All Digital Prepaid Mastercard cards are subject to the terms and conditions imposed by the card provider which are available at: www.thecardnetwork.com.au/pages/terms-conditions. They are not transferable or exchangeable and cannot be redeemed for cash. Digital Prepaid Mastercard cards will be void if they are defaced, mutilated, altered or tampered with in any way. Any ancillary costs associated with redeeming a Digital Prepaid Mastercard® card are not included. Any unused balance of a Digital Prepaid Mastercard® card will not be awarded as cash.
18. Where a Digital Prepaid Mastercard card is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value determined at its sole discretion, subject to the approval of the gaming authority in each State and Territory, where required.
19. Total prize pool value is AUD\$48,400.
20. Subject to the unclaimed prize draw, if a winner does not take or accept an Instant Prize or Major Prize at the time stipulated by the Promoter, it will be forfeited.
21. Each winner must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding winning, free of charge, and they consent to the Promoter using their name and image in promotional material in any medium throughout the world. By entering this promotion, 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.
22. 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.
23. The Promoter's decision in relation to any aspect of the promotion is final and no correspondence will be entered into.
24. All entries, barcodes and receipts received by the Promoter, become the property of the Promoter. 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 or any part of it 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.
25. Any costs associated with participating in this promotion (including registering online and submitting an entry) are the entrants' responsibility and will be dependent on the service provider being used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
27. If for any reason beyond the reasonable control of the Promoter any aspect of this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated (including, but not limited to, by reason of infection by computer virus, bugs, tampering,

unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion) the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; (b) invalidate any entries; or (c) to modify, suspend, terminate or cancel the promotion, as appropriate, subject to the approval of the gaming authority in each State and Territory, where required.

28. The Promoter accepts no responsibility for any tax implications that may arise from the receipt of any prize. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
29. Except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter (including its 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, including, but not limited to, where arising out of the following: (a) any technical difficulties (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize 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 tax liability incurred by a winner or entrant; (e) participation in the Promotion including submitting an entry which does not comply with these Terms and Conditions; or (f) use of a prize.
30. The Promoter is Johnson & Johnson Pacific Pty Ltd of 45 Jones Street Ultimo NSW 2007. ABN 73 001 121 446. Consumer Care Centre Freecall number 1800 029 979. Digital fulfilment will be conducted by Kollwitz Owen, 389/44 Lakeview Drive Scoresby VIC 3179 .
31. Authorised under NSW Permit No. [TP/02217]; ACT Permit No. [TP22/02000]; SA Licence No. [T22/1635].

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PRIVACY NOTICE (ONLINE)

We collect your personal information so that you may participate in our OGX Woolworths promotion and for its administration. We will also use your personal information for promotional, marketing, publicity, research and profiling purposes, including sending direct electronic marketing to you. If you do not give us this information you will be unable to participate in this promotion. We will keep your personal information for only as long as is necessary to carry out the purpose(s) described above (unless we are required or permitted by law to hold the information for a longer period). Subject to some exceptions allowed by law, you may request access to, or correction of, your personal information while we store it. Your personal information may also be shared with other local contracted service providers who assist us from time to time such as mail houses and fulfillment centres. For further details on this and the other ways by which we manage your personal information you can refer to our Privacy Policy at www.aus.ogxbeauty.com/privacy-policy/ or contact us on 1800 029 979.