

## “CLAIROL MONEY BACK GUARANTEE” OFFER

### TERMS AND CONDITIONS

1. Information on how to claim forms part of these Terms and Conditions. By making a claim, claimants agree to be bound by these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid. Offer not valid in conjunction with any other offer.
2. Offer is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, MyChemist Group Retailer and agencies associated with this offer are ineligible to claim. 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.
4. Offer commences for purchases at 9:00am AEST on 28/09/2023 and closes for purchases at 11:59pm AEDST on 25/10/2023 (“**Purchase Period**”). Claims open at 9:00am AEST on 28/09/2023 and close at 11:59pm AEDST on 26/10/2023 (“**Claim Period**”).
5. For the purposes of this offer, (“**Participating Products**”) include:
  - Total Clairol Hair Colour
  - Total Clairol Blonde It Up Hair Colour
  - Total Clairol Frost&Tip Hair Colour
  - Total Clairol Natural Instincts Hair Colour
  - Total Clairol Nice N Easy Hair Colour
  - Total Clairol Nice N Easy Repair Hair Colour
  - Total Clairol Root Touch-Up Natural Instincts Hair Colour
  - Total Clairol Root Touch Up Blending Gel Hair Colour
  - Total Clairol Root Touch Up Concealing Powder Hair Colour
  - Total Clairol Root Touch Up Concealing Spray Hair Colour
  - Total Clairol Root Touch Up Permanent Hair Colour
  - Total Clairol Blonde It Up Toners Hair Colour
  - Total Clairol Natural Instincts Bold Hair Colour
6. To be eligible to claim, the claimant must complete the following steps:
  - a. Purchase any Participating Product from any My Chemist Group retailer within Australia including their online stores during the Purchase Period (“**Qualifying Transaction**”);
  - b. during the Claim Period, visit the offer website [www.clairolcashback.com.au](http://www.clairolcashback.com.au), fully complete and submit the online claim form with their personal details (first name, last name, email address and mobile phone number), purchase price of the Participating Product purchased, answer the following question in 20 words or more (“Tell us why you did not love your Clairol product?”) and upload a scanned copy or photo of the receipt for the Qualifying Transaction; and
  - c. submit the fully completed online claim form.

Upon submitting a claim form, individuals will receive a confirmation on screen to confirm that their claim has been received for validation.

Once the claim is successfully validated (which can take up to three (3) business days), the claimant will receive a Digital Prepaid Mastercard within ten (10) business days of validation, to the email address specified on the claim form.

7. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant'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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the offer. 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.
8. Incomplete or indecipherable claims will be deemed invalid.
9. Only one (1) claim will be permitted per person and only one (1) claim is permitted per receipt.
10. Claimants must retain their original purchase receipt as proof of purchase. For clarity, a purchase receipt can be used for one (1) claim only. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim. Purchase receipt must clearly specify the store of purchase and that the purchase of the Participating Product was made during the Purchase Period but prior to claim.
11. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Successful claimants will be notified by email.
14. An eligible claimant who submits a valid claim will receive a refund of the price paid by the claimant for the Participating Product via Prepaid Digital Mastercard and up to a maximum value of \$17.99.
15. The Digital Prepaid Mastercard® is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. T&Cs apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard is subject to the applicable terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>. Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any terms and conditions of the issuer, such as the expiry date, including those specified on the Digital Prepaid Mastercard
16. If for any reason a claimant does not claim the offer by the time stipulated by the Promoter, then the offer will be forfeited.
17. Claimants who use multiple email addresses, residential addresses and/or aliases may be disqualified.
18. Claimants agree that they are fully responsible for any materials they submit via the offer including but not limited to comments, 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. Claimants 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 claimant agrees to indemnify the Promoter for any breach of the above terms.

- 19. As a condition of participation this offer, each claimant 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 claim (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. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this offer (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 21. If this offer 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 claimant; or (b) to modify, suspend, terminate or cancel the offer, as appropriate.
- 22. Any cost associated with accessing the claim website is the claimant'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 offer.

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 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 offer value to that stated in these Terms and Conditions; or (e) any tax liability incurred by a claimant.
25. The Promoter collects personal information ("PI") in order to conduct the offer and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and gift suppliers. Participation 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 <https://www.wella.com/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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All claims become the property of the Promoter. The Promoter will not disclose claimant's personal information to any entity outside of Australia.
26. The Promoter is Wella Australia PTY LTD (ABN 62 643 427 669) of Level 9, 1 Market St Sydney NSW 2000, telephone, 1800 943 079 ("**Promoter**").