Claratyne Back to School Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Claratyne Back to School Promotion
Promoter:	Bayer Australia Limited, ABN 22 000 138 714, 875 Pacific Highway, Pymble NSW 2073. Ph: 1800008757 For any enquiries regarding this Promotion, please contact the Promoter via pharmacy.au@bayer.com or 1800008757
Promotional Period:	**Start time/date:** 9:00 am AEDT on 01/01/27 **End time/date:** 11:59 pm AEDT on 05/03/27
Eligible entrants:	Entry is only open to Australian residents who are 18 years of age or over.
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) visit @claratyne_australia on Instagram (located at www.instagram.com/claratyne_australia); b) locate the promotional post; c) 'like' the promotional post; d) 'follow' @claratyne_australia on Instagram; and e) Visit www.claratyne.com.au/backtoschool2027 to complete the entry form (including first name, last name, email address, mobile number and Instagram handle) and answer all survey questions including the promotional question 'in 25 words or less, tell us what you'd do with an allergy-free day'.
Entries permitted:	Limit one (1) entry permitted per person.
Winner Determination:	Judging: ● The winners will be determined by representatives of the Promoter. Each entry will be judged based on the individual creative merit of the answer provided to the promotional question. ● The best one hundred (100) valid entries, as determined by the judges, will each win the prize specified below. ● 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. ● 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.
Total Prize Pool:	AUD$5,000.00

Prize Description	Number of this prize	Value (per prize)
Prize 1: The prize is a Digital Prepaid Mastercard.	100	AUD$50.00

Further Prize Details:	**Digital Prepaid Mastercard** ● Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of the Digital Prepaid Mastercard will not be awarded as cash. Redemption of a Digital Prepaid Mastercard is subject to any Terms & Conditions of the issuer including those specified on the Digital Prepaid Mastercard. Digital Prepaid Mastercards are issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 and distributed by TCN Group Pty Ltd ABN 87 626 501 568 ("TCN") pursuant to license by Mastercard. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard is subject to the standard Terms & Conditions, which can be found at

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	https://card.gift/terms-and-conditions/mastercard. The Digital Prepaid Mastercard is valid for a period of three years from the date of issue.
Winner notification:	The winners will be contacted via their nominated email address within seven (7) days of the judging.
Unclaimed Prizes:	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 the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the 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**"). Where applicable, 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 their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's 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. All reasonable attempts will be made to contact each winner.
6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, they will forfeit the prize and the Promoter is not obliged to offer a substitute prize.
7. 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/). 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.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes where applicable (inclusive of GST) at the date of publication. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. 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 specification.
11. 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.
12. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. 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.
13. Entrants' personal information will be collected by the Promoter directly or through the Promoter's agents or contractors. Personal information will be stored on the Promoter's database. By entering, entrants consent to the

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Promoter using this information for future marketing purposes regarding its products, including contacting entrants electronically. The Promoter collects personal information about entrants to run this Promotion and may disclose entrants' personal information to its related entities and to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. This may include disclosures to organisations outside Australia including in places such as the Philippines. 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's Privacy Policy (see https://www.bayer.com.au/en/privacy_policy_au.php) includes information about: (a) how an entrant can seek access to the personal information the Promoter holds about them and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.

14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
15. 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. 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 in the event of any inconsistency. To the extent permitted by law 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.
16. 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).
17. 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, subject to State or Territory regulation.
18. 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). If 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.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision, acting reasonably, will be final.
20. 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 willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
21. The winner(s) 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.

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22. 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.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

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