



the Pharmaceutical Plant Company

Win Naturopath Pack of Essential Herbal Extracts – Terms & Conditions

Pharmaceutical Plant Company Pty Ltd ('PPC Herbs') Terms and Conditions
– Win Naturopath Pack of Essential Herbal Extracts Sweepstakes

No purchase necessary. This Sweepstakes (the "Sweepstakes") is intended for viewing and participation in Australia only and shall be construed and evaluated according to the laws of Australia. Please do not proceed if you are not a legal resident of Australia at time of entry or not eligible to participate in the Content according to Section 3 below.

1. **Sponsor:** The sponsor of this Sweepstakes Pharmaceutical Plant Company Pty Ltd (ABN: 99 154 371 678) (the "**Sweepstakes Sponsor**" or "**PPC Herbs**").
2. **Sweepstakes Period:** Starting on the month of May 27th, 2023 and ending May 28th, 2023, at 11:30am AEST (the "**Sweepstakes Period**"). Please note that the Sweepstakes Period is subject to the Sweepstakes Sponsor amendments at its sole discretion.

3. **Eligibility:** This Sweepstakes is open to legal residents of Australia, who have reached the age of majority in their province/territory of residence and are currently practising natural Therapists. This Sweepstakes is not open to officers, directors, employees, representatives and agents of the Sweepstakes Sponsor, their respective parents, subsidiaries and affiliates and if applicable, their advertising or promotion agencies, Sweepstakes judges, Sweepstakes prize suppliers, any other companies engaged in the development, production, or distribution of materials for this Sweepstakes (collectively the “**Sweepstakes Entities**”), and members of their immediate families (regardless of where they live), or persons domiciled with them (whether related or not). In these Official Rules (the “**Rules**”), “immediate family” means parents, children, siblings, and spouse.
4. **How To Enter:** To enter the Sweepstakes, visit our <https://www.ppcherbs.com.au/nhaa/>, or scan the QR Code. Each valid registration will be permitted to submit one (1) entry per person (allowing each person to win one (1) prize for the duration of the Sweepstakes period). All entries must complete the registration form to be eligible to win. Entrants must accurately complete all required fields, or the entry will be deemed incomplete and will not qualify.
5. **NO PURCHASE NECESSARY.** Purchase of any product sold by the Sweepstakes Sponsor is not required and does not enhance a person’s chance of winning.
6. **Prizes and Draws:** There are two prizes of “Naturopath Pack of Essential Herbal Extracts” which will comprise of: a selection of high-quality herbal extracts – total value of \$500 per winner announced on Sunday 28th May at 11:30am by the Sponsor at the Symposium and posted on PPC Herbs’ Website. The Prizes available for participants in Australia at the NHAA Naturopathic Symposium. The selection of herbal extracts is subject to sponsors discretion.
7. **PROMOTION PERIOD:** The promotion begins on May 27, 2023, at 08:00 AM Australian Eastern Standard Time (“AEST”) and ends on May 28, 2023, at 11:30:00 AM AEST (“**Promotion Period**”).

Prizes are not transferable and must be accepted as awarded, with no substitutions of any kind, except at the Sweepstakes Sponsor's sole discretion. Limit one (1) Prize per person for the duration of the Sweepstakes Period. No bonus prize will be awarded. **Entries will not be carried over into subsequent GIVEAWAYS OR DRAWS.**

8. **How To Claim a Prize:** during the term of the Sweepstakes, two Winners will be selected by representatives of the Sweepstakes Sponsor at random. Sweepstakes winners will be drawn on May 28, 2023, and notified via Email.

Winners will be prompted by the Sweepstakes Sponsor to send a direct message to the Content Sponsor's with proof of Australian and state/territory residency, and contact details required to fulfill the prize – including but not limited to full name, address, email address and phone number the winner possesses. It is the entrant's responsibility to reach out to the Sweepstakes Sponsor as instructed within 21 days of notification and provide a valid Australian address, telephone number and email address, or their prize will be forfeited to another eligible winner.

10. If a potential winner is found to be ineligible, declines to accept a Prize, cannot be located, or does not respond and comply with the above requirements within 21 days of Notification, the potential winner will be disqualified and will forfeit the Prize. The Sweepstakes Sponsor may then, at its sole and absolute discretion, select by random draw another eligible entrant whom the Sweepstakes Sponsor or its representatives will attempt to contact, and who will be subject to disqualification in the same manner. The Sweepstakes Sponsor will not be responsible for failed attempts to notify any potential winner. Any unclaimed Prizes throughout the Sweepstakes Period will not be awarded.

11. **General Conditions Applicable to All Prizes:** Prizes will only be delivered to winners who have been verified and have complied with these Rules. Prizes will be delivered to the winners' addresses as provided on registering the Sweepstakes. No responsibility is assumed by the Sweepstakes Sponsor for any postal mail or courier

delivery returned as undeliverable without a forwarding address. Winners bear all risk of loss or damages to any Prize after delivery. Sweepstakes Sponsor will bear the cost of delivery, but all other costs associated with the taking and use of the prize (including taxes, etc.) is the responsibility of the winners. Prizes must be accepted as awarded, cannot be substituted, transferred, exchanged, or surrendered for cash, except at the sole and absolute discretion of the Sweepstakes Sponsor, which reserves the right for any reason to award or substitute the Prize, or part thereof, of equal or greater value, including without limitation, a cash award.

Additional General Conditions of Participation:

11. By entering, entrants (i) acknowledge compliance with these Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Sweepstakes Sponsor and/or Sweepstakes judges, made in their sole discretion, which shall be final and binding in all matters relating to this Sweepstakes, without right of appeal, including without limitation eligibility, validity, contents, and/or disqualification of an entry. Entrants who have not complied with these Rules are subject to disqualification.
12. Subject to the applicable law, each winner's name may be included in a publicly available winners list.
13. Any attempt by an entrant or other individual, to deliberately damage any website or undermine the legitimate operation of this Sweepstakes, including but not limited to any fraudulent claims, is a violation of criminal and civil laws. Should such an attempt be made, the Sweepstakes Sponsor reserves the right to seek remedies and damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of these activities may be disqualified and will forfeit any Prize won.
15. If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the email address provided at time of entry. Authorized account holder is defined as the natural person who is assigned to an email address by an Internet access or online service provider, or other

organization responsible for assigning email addresses for the domain associated with the submitted email address.

16. Entrants and/or winners assume liability for injuries caused by or claimed to be caused by participating in the Sweepstakes, by the acceptance, possession, use or misuse of any Prize awarded, including but not limited to claims/damages for personal injury, or property damage. Moreover, as a condition of entering, entrants (or their parent or legal guardian if entrant is a minor) agree: (a) to release the Sweepstakes Sponsor and Sweepstakes Entities, and each of their officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to participating in the Sweepstakes or the awarding, receipt, possession, and/or use or misuse of any Prize, (b) that under no circumstances will entrant be permitted to obtain awards for punitive, incidental, consequential, or any other damages and entrant hereby waives all rights to claim for all such damages; (c) all causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding legal fees and court costs. This exclusion or limitation of liability will not apply to the extent that any applicable statute prohibits such exclusion or limitation of liability.

17. The Sweepstakes Sponsor may, at its sole discretion and without liability, terminate the Sweepstakes in whole or in part, or modify or suspend the Sweepstakes at any time, if fraud, technical failures including any network server or hardware failure, viruses, bugs, errors in programming, or communications or any other errors or other causes beyond the control of the Sweepstakes Sponsor corrupt the administration, integrity or security of the Sweepstakes or if any other factor interferes with the conduct of this Sweepstakes as contemplated by these Rules. The Sweepstakes Sponsor may do so, without notice, except as required by law. In the event of early termination of the Sweepstakes, a notice will be posted online and a random drawing to award the Prize(s) will be conducted from among all eligible entries received prior to the time of termination. In no event will the number of Prizes awarded exceed the available

number of Prizes as specified in these Rules. If any draws are stopped, interfered with or not conducted for any reason during the Sweepstakes Period, the Sweepstakes Sponsor reserves the right, in its sole discretion, to resume conducting draws as soon as reasonably possible after any interference or cessation of such draws, or at the end of the Sweepstakes Period.

18. The Sweepstakes Sponsor and the Sweepstakes Entities do not warrant that access to the Sweepstakes Website will be uninterrupted or error-free. The Sweepstakes Sponsor and the Sweepstakes Entities are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Web sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Sweepstakes; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any Prize or in any Prize notification documents; or (d) for any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes; or (f) damage to a user's system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes.
19. **Conflicts/Discrepancies:** In the event of a conflict between any Sweepstakes details contained in these Rules and any Sweepstakes details contained in Sweepstakes advertising materials (including, but not limited to, online, point of sale, print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Rules shall prevail.
20. **Governing Law:** This Sweepstakes is subject to laws of Victoria, Australia. All issues and questions concerning the construction,

validity, interpretation and enforceability of these Rules, or the rights and obligations of entrant and the Sweepstakes Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the Victoria, Australia without regard to Victoria, conflicts of law principles. All entrants consent to the jurisdiction and venue of Victoria, Australia and any courts which have the jurisdiction to hear appeals from them.

21. **Invalidity:** The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

22. **Data and Personal Information:** All entries become the property of the Sweepstakes Sponsor. By entering the competition entrants understand and agree that the Sweepstakes Sponsor (and its affiliates and companies that work for the Sweepstakes Sponsor) may use and disclose the information provided by them by entering the information into a database for future promotional, marketing, subject to any applicable privacy laws. The Sweepstakes Sponsor may send entrants direct email marketing communications regarding Sweepstakes Sponsor business. Entrants may unsubscribe from marketing communications at any time via the unsubscribe link on each marketing communication or according to Sweepstakes Sponsor's Privacy Policy. Personal information may be collected, used, or disclosed in jurisdictions other than Australia. Personal information that resides in jurisdictions other than Australia will be subject to the general laws of application in those jurisdictions. The personal information gathered about entrants during this Sweepstakes will be used solely in accordance with, and subject to, the Sweepstakes Sponsor's Privacy Policy. For more information about how the Sweepstakes Sponsor manages your personal information, see the Sweepstakes Sponsor's Privacy Policy available at: <https://www.ppcherbs.com.au/privacy-policy/>

23. The Sweepstakes Sponsor, acting reasonable, reserves the right to modify these rules, cancel, suspend, or discontinue this Sweepstakes on reasonable notice.