



## **"SUKIN LIKE NOTHING ON EARTH" 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 and New Zealand residents.
3. Employees (and their immediate families) of the Promoter 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 1st cousin.
4. Promotion commences on 01/10/2018 and ends at 11:59pm AEDST on 30/11/2018 ("**Promotional Period**").
5. To enter, individuals must visit complete the following steps during the Promotional Period:
  - Visit [winwithsukin.com](http://winwithsukin.com);
  - Follow the prompts to the promotion entry page, input the requested details including full name, date of birth, email address and phone number;
  - Answer the question "What makes Sukin special?" in 25 words or less; and
  - Submit the fully completed entry form.
6. 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.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry permitted per person.

10. The judging will take place at BWX Limited, 2 Darby Way, Dandenong South VIC 3175 on 03/12/2018 at 10:00am AEDST. 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. Winners will be notified by email. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question detailed in clause 5 above.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The best valid entry, as determined by the judges, will win the major prize of a trip for two (2) adults to Antarctica on a One Ocean Antarctic Peninsula Expedition ("**Expedition**") valued at up to AU\$30,000 depending on point of departure. Prize includes:

- Two (2) x return premium economy airfares from winner's nearest capital city Ushuaia, Argentina;
- All transfers in Argentina from arrival at the airport, accommodation and the place of expedition departure;
- Two (2) nights, 4 star rating, twin share accommodation in Ushuaia, Argentina (one night pre and one night post expedition); and
- Ten (10) nights on board the RCGS Resolute ship in a twin share berth including all meals for the durations of the trip and a One Ocean Expeditions gear package.

Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize cannot be taken during Australian or New Zealand school holidays, public holidays or other peak periods. Prize must be taken to coincide with the Expedition which departs Ushuaia, Argentina on 11/03/2019, returning on 21/03/2019 and is subject to booking and flight availability. Flights to Argentina must be taken to coincide with the departure of the Expedition and will be subject to booking and availability. The major prize winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The major prize winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The major prize winner may be required to present their credit card at time of any accommodation check in.

13. The major prize must be booked by 17/12/2018.
14. Subject to the terms and conditions of the participating prize provider(s), if for any reason the major prize winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.

15. 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.
16. The major prize winner and their companion acknowledge that the Expedition is a dangerous activity that may result in injury or death, and participate at their own risk. The major prize winner and their companion must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and One Ocean organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Expedition; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and One Ocean organisers at all times; and (e) wear all safety and other equipment required. The Promoter and One Ocean organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or their companion from participating in the Expedition if, at any time, they reasonably believe that the winner or their companion poses a safety risk or for any other reason; and/or (b) cancel the Expedition if the conditions are deemed dangerous. If the Expedition is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
17. The next one hundred (100) best valid entries, as determined by the judges, will each win a Sukin pack valued at \$50.
18. 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.
19. Total prize pool value is up to \$32,200.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
21. 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 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.
22. 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.
23. 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.

24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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.
26. 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 or taking of the major prize.
27. As a condition of accepting the major prize, the major prize winner (and their companion) 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.
28. 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 <https://sukinnaturals.com/pages/privacy> 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 will not disclose entrant's personal information to any entity outside of Australia.
29. The Promoter is BWX LIMITED (ABN 13 163 488 631) of 2 Darby Way, Dandenong South VIC 3175