

Terms and Conditions of Weetbix Kids TRYathlon Countdown Coupon '\$4 off' Promotion
(**Terms and Conditions**)

1. Information on how to participate in the Weetbix Kids TRYathlon Countdown Coupon '\$4 off' Promotion (**Promotion**) and Coupon form part of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other published materials, these Terms and Conditions will prevail. By participating in this Promotion you accept these Terms and Conditions. Any participation not in accordance with these Terms and Conditions will be disqualified.
2. The Promoter is Beiersdorf Health Care Australia Pty Ltd, 4 Khartoum Road, North Ryde NSW 2113, ABN 96 620 983 020 (**BHC**), telephone +61 2 9888 0972 (**Promoter**).
3. This Promotion is open to New Zealand residents. Participants under the age of 18 may only enter with the consent of their parent or their legal guardian.
4. This Promotion commences at 8.00am NZDT on 8 November 2019 and entries close at 10pm NZST on 30 April 2020 (**Promotion Period**).

All Countdown stores are participating in this Promotion.

Participants acknowledge that Countdown stores each have different closing hours, and that in store purchases enabling them to enter this Promotion must be carried out at a participating Countdown store of their choice by the close of trade of that Countdown store on 30 April 2020, even if the close of trade is earlier than 30 April 2020.

5. To receive the '\$4 off' Promotion, Participants must, during the Promotion Period:
 - (a) visit a Countdown store in New Zealand;
 - (b) purchase both the Elastoplast Wound Spray and Wound Healing Ointment (**Eligible Products**) in one transaction;
 - (c) scan their Weetbix Kids TRYathlon Coupon card at the time of payment.
6. By following all of the steps at clause 5, Participant will receive \$4 NZD off the combined RRP of the Eligible Products.

The Coupon is only valid for one purchase per person. Coupons are available as long as stock in each Countdown store lasts. Additional terms for its use are available on the Coupon itself.

7. The Promoter will not consider entries not completed in accordance with these Terms and Conditions or received after the Promotion Period has ended. Incomplete or incomprehensible entries will be disregarded. The Promoter accepts no responsibility for late, lost or misdirected entries.
8. All ancillary costs or requirements associated with the Coupon are the Participant's sole responsibility.
9. The Promoter accepts no responsibility for any tax implications that may arise from the Coupon. Participants should seek independent financial advice in relation to any tax payable in relation to the Coupon.
10. If there is a dispute as to a Participant's identity, the Promoter reserves the right, at its sole discretion, to determine the Participant's identity.
11. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *ASIC Act 2001* or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, 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 or in relation to this Promotion.

12. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible, 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 or in relation to: (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 participating claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the Promoter's reasonable control; (d) any variation in the discount value to that stated in these Terms and Conditions; (e) any tax liability incurred by a participant; or (f) use of the Coupon.
13. The use of any automated entry software or any other mechanical or electronic means that allows a Participant to automatically enter repeatedly is prohibited and will render all entries submitted by that Participant invalid.