

# MedAdvisor for Pharmacy Launch Competition (**Promotion**) Terms & Conditions

#### 1. General Terms

- a) Information on how to enter and prize details form part of these terms and conditions.
- b) By entering your details and participating in the Promotion, you are deemed to have accepted these terms and conditions.
- c) The Promotion is being run by MedAdvisor International Pty Ltd (ABN 40 161 366 589) of Level 2, 971 Burke Road, Camberwell 3124 (MedAdvisor, we, us or our).
- d) The Promotion starts 12:30 am AEST 17 June 2024 and will run until 11:30 pm AEST 31 August 2024 (**Promotional Period**).

#### 2. Who can enter?

- a) The Promotion is open to all proprietors or owners or directors of companies that are proprietors or owners of pharmacies located in Australia who:
  - 1. subscribe to software licenced by MedAdvisor;
  - 2. are Australian residents; and
  - 3. are aged 18 years and over.
- b) The directors, officers and employees of MedAdvisor and any related companies (and their immediate families) are not eligible to enter the Promotion.

### 3. How do you enter?

- a) During the Promotional Period, participants are required to:
  - 1. complete the entry form by providing their full name, pharmacy name, contact email, phone number to MedAdvisor;
  - tell us in 25 words or less: "what excites you most about the launch of our new web-based solution MedAdvisor for Pharmacy";
  - 3. agree to receiving marketing emails from MedAdvisor; and
  - 4. agree to the Promotion terms and conditions.
- b) There is a limit of one entry per person during the Promotional Period.
- c) Illegible and incomplete entries will be deemed invalid.
- d) MedAdvisor is not responsible for any illegible, incomplete, lost, late or misdirected entries.
- e) The time of entry will be the time the entry is received by MedAdvisor, not the time it is transmitted.

## 4. What is the prize?

- a) There are five prizes of a \$500 Mastercard prepaid gift card.
- b) The total prize value is \$2,500.

- c) Selection of prize awarded (including but not limited to title, colours, design, style, size) will be determined by MedAdvisor in its absolute discretion.
- d) The prize is not transferable or exchangeable and cannot be redeemed as cash.
- e) MedAdvisor is not responsible for a prize that is lost, stolen or damaged.
- f) The prize does not include any ancillary costs associated with using the prize. These are the responsibility of the prize winner.

## 5. How is the prize awarded?

- a) This is a game of skill and chance plays no part in determining the winner.
- b) Each entry will be individually judged. The criteria for judging includes, amongst other things, the originality, creative merit and relevance of the answer to the prompt.
- c) The judging will take place at 10:00 am on 1 September 2024 at the offices of MedAdvisor. All decisions of MedAdvisor are final and binding on each participant. No discussions or correspondence will be entered into.
- d) The winner will be notified using the provided email address within 7 days of the decision being made and their names will be published on MedAdvisor's website.
- e) Entries not fully complying with these terms and conditions may be deemed invalid at MedAdvisor's discretion. If a winning entry is deemed not to comply with these terms and conditions, the entry will be discarded and the relevant prize will be re-awarded in accordance with these terms and conditions as if the discarded entry had not been received.
- f) If you are the prize winner, you must respond or acknowledge our email to you within 7 days (the **Deadline**) otherwise you will forfeit the prize. If a prize is not claimed by a winning participant by the Deadline or is forfeited for any reason, the relevant prize will be re-awarded in accordance with these terms and conditions.

# 6. Conduct, misconduct and suspension

- a) MedAdvisor reserves the right to verify the validity of entries and to:
  - disqualify any entry which, in the opinion of MedAdvisor, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, or does not comply with these terms and conditions;
  - 2. disqualify any participant (and any of their entries) who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions, or who engaged in any unlawful or other improper conduct calculated to jeopardise the fair and proper conduct of this Promotion; or
  - 3. disqualify any participant (and any of their entries) who has, in the opinion of MedAdvisor, engaged in conduct when entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the good name or reputation of MedAdvisor (or any of its related companies).
- b) MedAdvisor in its absolute discretion may prohibit a participant from entering the Promotion, cancel a prize or otherwise cease to provide the benefit of a prize to a prize winner, if in the opinion of MedAdvisor, a participant is under the influence of alcohol or

- any other substance, behaves aggressively or offensively, behaves in a manner which may diminish the good name or reputation of MedAdvisor (or any of its related companies), is acting unlawfully, or is otherwise behaving inappropriately.
- c) MedAdvisor may amend, suspend or cancel any aspect of the Promotion (including any prize) at any time in its sole discretion, including for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures).

### 7. No liability

a) MedAdvisor and its related companies and directors, officers and employees are not liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including, without limitation, allergies, skin conditions or other reactions), illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowed by law).

## 8. Privacy

- a) By entering the Promotion, participants consent to their full name, pharmacy name and response to "what excites you most about the launch of our new web-based solution MedAdvisor for Pharmacy" being publicly displayed and used for any MedAdvisor promotional and advertising purposes.
- b) MedAdvisor complies with all applicable privacy laws and regulations.
- c) All entries will be the property of MedAdvisor. MedAdvisor will use the information you provide for the purpose of conducting this Promotion.
- d) By entering this Promotion and providing your personal information, you consent to the collection, storage, use and disclosure of your personal information by MedAdvisor for the purpose of any future promotional and direct marketing activities regarding MedAdvisor's products and services.
- e) By entering this Promotion, you agree to the use of your name, pictures of you and your likeness for promotional and advertising purposes related to this Promotion and you agree to make yourself reasonably available for this purpose. The ensuing copyright will belong to MedAdvisor, without any claim to compensation from you.
- f) You consent to MedAdvisor using your personal information for future promotional and marketing purposes regarding MedAdvisor's products and services, including contacting you by SMS and email messages (and you consent to receiving such messages from MedAdvisor). Information on how to opt-out from these messages is set out in MedAdvisor's privacy policy.

#### 9. Social Media

a) This Promotion is not sponsored, endorsed or administered by, or associated with Meta, Facebook, Instagram or X (formerly Twitter).

- b) Participants acknowledge and agree that Meta, Facebook, Instagram, X (formerly Twitter) or LinkedIn is not liable for any loss or damage or personal injury, which is suffered or sustained by any participant as a result of participating in the Promotion (including taking or using a prize), except for any liability which cannot be excluded by law.
- c) If you have any questions, comments or complaints about the Promotion, then they must be directed to MedAdvisor and not to Meta, Facebook, Instagram, X (formerly Twitter) of LinkedIn.