

**Evodia Australia TAKE ME TO THE BEACH Social Media Giveaway
TERMS & CONDITIONS – AU**

1. PROMOTER

1.1 The Promoter is Evodia Australia owned by Vitality Brands Pty Ltd ABN 98 100 896 651 of Level 2, 415 Riversdale Road, Melbourne, Victoria 3123.

2. ELIGIBILITY

2.1 Entry to the competition is open to all Australian residents over the age of 18 years with internet access, other than employees of the Promoter, their related companies, and their immediate families (**Eligible Entrant**).

3. ENTRY

3.1 The competition commences on Sunday 1st November 2020 at 8pm AEDT and ends on Sunday 8th November 2020 at 11.59pm AEDT (the **Promotion Period**).

3.2 To enter the competition, an Eligible Entrant must:

- (a) 'Like' or 'Follow' the evodia AUSTRALIA page on Facebook;
- (b) Like the Giveaway post; and
- (c) Tag 2 friends in the comments of the Giveaway post.

3.3 Unlimited entries are permitted for increased chances of winning.

3.4 Any entry submitted outside of the Promotion Period will not be accepted. The Promoter does not accept any responsibility for late or misdirected entries.

3.5 Entry into the competition constitutes acceptance of these Terms and Conditions.

3.6 The Promoter reserves the right to verify the validity of any entry to the competition.

4. PRIZE & WINNING

4.1 This is a chance based giveaway. One (1) winner will be chosen at random by the Promoter on Monday 9th November 2020 (the **Winner**).

4.2 The decision of the Promoter is final. No correspondence will be entered into regarding the Promoter's random selection of the Winner.

4.3 The prize will be drawn at Vitality Brands head office, situated at Level 2, 415 Riversdale Road Hawthorn East VIC 2123.

4.4 The Winner will be contacted via Facebook using the personal message/direct message tool. The Facebook account used to enter the competition will be contacted. The Winner's name will also be announced on the Evodia Australia Facebook Page.

4.5 The Winner will receive the following prize with a total value of \$319.40 RRP:

- 6 x Coconut & Lime Fragrance Mists
- 1 x Beach Fragrance Mists
- 1 x Outback Fragrance Mists
- 1 x Beach Hand Creams
- 1 x Outback Hand Creams
- 1 x Rainforest Roll-ons
- 1 x Garden Roll-ons

- 4.6 for change in prize value between now and the ultimate prize redemption date.
- 4.7 If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or any of its components) for a prize of equal or greater value.
- 4.8 Every attempt will be made to contact the Winner, however, the Winner will have five (5) business days to respond, or will be deemed to have forfeited their prize. Should this occur, the Promoter reserves the right to award the prize to another Eligible Entrant.

5. PRIZE CONDITIONS

- 5.1 The prize is not transferable or exchangeable and is non-refundable. No cash or credit alternatives will be given in exchange for the whole, or any part of the prize.
- 5.2 The Promoter reserves the right to request the Winner to provide proof of identity, proof of residency and/or proof of entry validity in order to claim the prize. The suitability of proof of identification, residency and entry, for the purpose of verification, is at the reasonable discretion of the Promoter. If the Promoter makes such a request and the Winner fails to provide reasonably suitable proof of identification, residency and/or entry, the Winner will forfeit the prize in whole and the Promoter reserves the right to award the prize to another Eligible Entrant.
- 5.3 The Promoter will take all reasonable steps to deliver the prize to the Winner, at the Promoters reasonable expense, within 30 days from date the Winner is selected. The prize will be sent to the delivery address provided to the Promoter by the Winner. Any other ancillary costs or accessories not expressly provided are the responsibility of the Winner.
- 5.4 The Promoter, their associated agencies and companies associated with this competition take no responsibility for any delay in delivery, damage to or loss in transit of the prize.

6. GENERAL

- 6.1 This competition is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. Eligible Entrants understand that they are providing their information to the Promoter and not to Instagram or Facebook. The information an Eligible Entrants provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram or Facebook.
- 6.2 The Winner expressly agrees to the use of their name and address for competition purposes, without compensation.
- 6.3 The Promoter 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, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 6.4 If for any reason beyond the control of the Promoter this competition is not capable of running as planned and the administration of this competition is affected, the Promoter reserves the right to cancel, terminate, modify or suspend the competition.
- 6.5 The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof,

including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition.

- 6.6 The Promoter expressly reserves the right to resolve any discrepancies, disputes or otherwise unforeseen circumstances as the Promoter deems fit.
- 6.7 The Promoter collects a person's information to include the person in this competition. Use of personal information is governed by the Promoter's Privacy Policy <https://www.evodia.com.au/privacy-policy/> Each entrant expressly consents to its personal information being disclosed to the Promoter's partners in the competition for the purposes of issuing and delivering the prize. The Winner in this competition agrees that their identity may be disclosed in Winner announcements and promotional material.
- 6.8 To the extent permitted by law, the Promoter shall not be liable for any loss, damage or loss of profit (including but not limited to indirect or consequential loss) or for personal injury suffered or sustained, as a result of participating in the competition and/or taking the prize, except for any liability which cannot be excluded by law. In accepting the prize, the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 6.9 Any entrant, who fails to provide all requested Personal Information, may be determined by the Promoter, at its sole discretion to be ineligible to win the prize. 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.
- 6.10 By entering and participating in the competition, each entrant agrees to hold harmless, defend and indemnify the Promoter, Facebook and / or Instagram from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of the competition.
- 6.11 These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria. All entrants submit to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.

Competition Terms and Conditions for Evodia Australia | Last updated: October 2020