

"Starter Kit" Promotion Terms and Conditions

The Promoter	The "Promoter" is Bausch & Lomb (Australia) Pty Ltd (ABN 88 000 222 408) Level 2, 12 Help Street Chatswood NSW 2067.
Who can enter?	Only Australian residents who are aged 18 or over.
Who can't enter?	Directors, officers, management and employees (and their Immediate Family Member) of: a) the Promoter; and b) the agencies, companies or participating retailers associated with this promotion. "Immediate Family Member" means any of the following: spouse (including same sex spouse), ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, natural or adopted sibling or step sibling grandparent, step-grandparent, uncle, aunt, niece, nephew, or first cousin.
Promotion Website	www.bauschpromotions.com.au/starterkit
Purchase Period	09:01am (AEDST) 14/02/2022 to 11:59pm (AEDST) 31/12/2022
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Participating Outlets	Optometrists
Participating Products	Bausch & Lomb Ultra® ONE-DAY contact lenses 30 packs and Bausch & Lomb Ultra® ONE-DAY contact lenses 90 packs
Entry Instructions	a) during the Promotion Period, purchase 2 x Bausch & Lomb Ultra® ONE-DAY contact lenses 30 packs ("Initial Purchase") then, within a period of 4 months after this Initial Purchase, purchase 2 x Bausch & Lomb Ultra® ONE-DAY contact lenses 90 packs to receive a \$75 eGiftCard ("Qualifying Purchases"); b) Participating Product from an Optometrist c) collect and retain a copy of the purchase receipts from the Qualifying Purchases; d) visit https://bauschpromotions.com.au/starterkit using a compatible browser, and fully complete and submit the online entry form, providing all details required, including but not limited to: I. any requested information about the Participating Product and Qualifying Purchase (including place of purchase, product purchased, purchase location and purchase date); II. uploading a copy of the Purchase Receipt/s from the Qualifying Purchases ("Qualifying Purchase Receipts") in an accepted file size/format; III. any requested personal information (including first name, last name, mobile phone number, email address); IV. indicate acceptance of these Terms and Conditions; and "Qualifying Purchases" mean to make payment in full for a Participating Product during the Promotion Period from a Participating Retailer (in-store). This Promotion is based on available stock only. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the required photograph capability.
How many eGiftcards can I obtain?	maximum one (1) claim per person, no receipt sharing allowed
Proof of Purchase	The following documentation must form part of a valid online entry and will be validated prior to a \$75 e-GiftCard being issued (" E-GiftCard ") 1. Qualifying Purchase Receipt/s: the Qualifying Purchase receipt/s must clearly specify: <ul style="list-style-type: none"> the Participating Product purchased (needs to be 2 x Bausch + Lomb Ultra® ONE-DAY 30 packs and 2 x Bausch + Lomb Ultra® ONE-DAY 90 packs - the latter being purchased within a four-month period after the Initial Purchase) the price of the Participating Product purchased; the Participating Independent Retailer of purchase (purchases of 2 x Bausch + Lomb Ultra® ONE-DAY 30 packs and 2 x Bausch + Lomb Ultra® ONE-DAY 90 packs need to be made from the same retailer / business name) the purchase date/s; the receipt number; and that payment for the Qualifying Purchases has been received in full. If the Qualifying Purchase receipt is missing any of the above information, or is illegible or indecipherable, it will render the entry invalid. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid, and you will lose any right to an E-GiftCard

General Conditions:

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each promotion entrant is responsible for ensuring his, her or their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a promotion entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. This Promotion is not valid in conjunction with any other offer.
5. Any values stated in these Terms and Conditions are in AUD/RRP/including GST.
6. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses, phone numbers and/or email addresses) will be disqualified.
7. All entrants acknowledge that the Promoter can rely on these Terms and Conditions, even if the Promoter learns of a person's ineligibility after the Promoter has awarded an E-GiftCard ineligible person. Return payment to the value of the E-GiftCard may be required if this occurs.
8. Incomplete, indecipherable or incorrect entries will be deemed invalid. Entrants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Entrant fail to receive their E-GiftCard because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
9. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.
10. The Promoter does not warrant that the entry mechanism will be available, or that Participating Retailers will be open at all times during the Promotion Period.
11. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.
12. The Promoter shall not be liable for an E-GiftCard being lost, deleted, stolen, damaged or tampered with in any way before it reaches an entrant or after it has been released to an entrant. An E-GiftCard will not be re-issued if an entrant uses and then refunds/returns an order.
13. Any costs associated with accessing the Promotion or E-GiftCard provider's website or associated with redeeming an E-GiftCard are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entry manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically submit entries in the Promotion repeatedly is prohibited and will render all entries submitted using such means invalid.
14. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
 - a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with this Promotion;
 - b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
15. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
16. As a condition of claiming an E-GiftCard, the entrant may be required to (at the Promoter's discretion) sign any legal documentation in the form required by the Promoter and/or the E-GiftCard provider, in their absolute discretion.
17. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 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 the E-GiftCard value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by an entrant; or (f) use of an E-GiftCard.

18. The:

- a) Promoter, the Promoter's related entities, the Participating Retailers and all agencies associated with the Promotion; and
- b) the employees, agents, directors and contractors, of all entities referred to in this clause, shall not be liable for any loss or entry, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of an E-GiftCard, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

19. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

Personal Information:

20. Immediately upon submission by an entrant, their entry becomes the sole property of the Promoter.

21. All information entrants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding the \$75 E-GiftCard.

22. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

Privacy Collection Notice:

23. Privacy Statement: At Bausch & Lomb we comply with the Australian Privacy Principles. For more information on our privacy policy, please visit. <http://www.bausch.com.au/en-au/reference/privacy-policy/> with the privacy mailbox Dpo_anz@bausch.com.

24. ALWAYS READ THE LABEL. FOLLOW THE INSTRUCTIONS FOR USE.

25. By participating in this Promotion, you consent to notify of any adverse events regarding Bausch and Lomb's products that come to your attention within 1 business day of becoming aware of the adverse event. You may inform a Bausch and Lomb representative by calling 1800 251150. You consent to returning the product to Bausch and Lomb if you have a product complaint.

26. This privacy collection notice sets out how the Promoter and iGoDirect Group manage personal information and complaints. All personal information collected will be treated in accordance with the Promoter's Privacy Policy, available at www.bausch.com.au/en-au/reference/privacy-policy/. The Promoter's Privacy Policy sets out how individuals can access and make a request to correct their personal information, or to make a privacy complaint, and how the Promoter will deal with the complaint.

27. What personal information the Promoter collects: for this Promotion, the Promoter will collect personal details such as first name, last name, date of birth, email address and mobile number of entrants. Entrants' personal information will be collected by iGoDirect Group and will be stored on the database maintained by iGoDirect Group on behalf of the Promoter. The Promoter will collect and maintain the Entrant's personal information for the implementation of this Promotion.

28. Purposes for which the Promoter collects, holds, uses and discloses personal information: the Promoter collects personal information about entrants in order to run the Promotion and to send E-GiftCard and to provide information about the products and services individuals have requested offered by the Promoter and its partners. If the entrant does not provide the required personal information, the Promoter will not be able to process the entrant's entry.

29. Who does the Promoter disclose personal information to: the Promoter may share personal information with service providers who assist the Promoter in conducting the Promotion. This means individuals and organisations such as mail houses and IT service providers, website hosts and back-up service providers, will sometimes have access to personal information held by the Promoter and may use it on behalf of the Promoter.

30. Disclosure of personal information outside Australia: the Promoter may disclose information about entrants where it is required or authorised by law.

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