

Terms and Conditions of Entry

1. Information on how to enter and the prize(s) set out in all communication regarding the Oral B iO Launch (the **"Promotion"**) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Any entry not complying with these Conditions of Entry is invalid. Entry into this Promotion and the acceptance or receipt of a prize by any person is deemed as acceptance of these Conditions of Entry.

2. The Promoter is Procter & Gamble Australia Pty Ltd (ABN 91 008 396 245) of Level 4, 1 Innovation Road, Macquarie Park NSW 2113, telephone: 1800 028 280 (the **"Promoter"**)

3. The Promotion Commences at 12AM AEST on 01/01/21 (AU + NZ) and finishes at 11.59pm AEST on 28/02/21 (AU), 31/03/21 (NZ) (**"Purchase Period"**). Redemption period ends 11.59pm AEST on 01/04/2020 (**"Redemption Period"**).

4. Entry into the Promotion is only open to individuals who satisfy the following eligibility requirements (**"Eligibility Requirements"**):

- Individuals must be Australian or New Zealand Residents.
- Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees (and their immediate families) of the Promoter, participating retailers 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.

5. To enter, individuals must satisfy the Eligibility Requirements and undertake the following steps during the Promotional Period:

1. Go to <https://io.oralb.com.au/en-au>
2. Enter your details and submit

6. Limit one entry per person

7. 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.

8. The Promoter reserve the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language.

9. Incomplete, indecipherable, or illegible entries will be deemed invalid.

10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

11. This is a game of chance and winners will be drawn on 01/03/21 (AU) and 01/04/21 (NZ) at 11AM AEST. The winners will be notified by email within two business days.

12. Procter & Gamble will randomly select one entry to win. Prize includes:

Oral-B iO9 Electric Toothbrush in Black (1 for AU, 1 for NZ)

13. A secondary draw will be conducted should any prizes not be claimed, and the original winner will forfeit their right to the prize. The winners of the unclaimed prize draw will be notified via email within two business days.

14. The Promoter's decision is final and no correspondence will be entered into.

15. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

16. If for any reason a winner does not take the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited by that winner and cash will not be awarded in lieu of their prize.

17. 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 of the equal value and/or specification (subject to legislative approval).

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

19. Total prize pool value is estimated to be \$1500.00. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. The winners accept the prize 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications that may arise from their prize winnings. Winners should seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.

21. 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.

22. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

24. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**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.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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 any prize or attendance at any event.

26. All entries become the sole property of the Promoter. The Promoter collects entrants personal information ("PI") in order to conduct the promotion and contact the entrant (including but not limited to electronic means) regarding information on products or services that may be of benefit or interest to the entrant (for an indefinite period unless otherwise advised). Entry in the promotion is conditional on the provision of this personal information. The Promoter may communicate personal information to external providers and organisations to which it may outsource certain functions, such as agents, contractors and prize suppliers 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 Promoter's Privacy, which can be viewed at:

https://www.pg.com/privacy/english/privacy_statement.shtml

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. Alternatively entrants may contact the Privacy Officer, Customer Relations, Procter & Gamble Australia Pty Ltd, by calling the Promoter on (02) 8864 5000.

27. These Conditions of Entry shall be governed by the laws of Australia and each entrant agrees to submit to the jurisdiction of Australia.