**“HARMONY CONSUMER PROMOTION”**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter, participating store 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.
4. Entries into the promotion open on 01/10/23 and close at 11:59pm AEDST on 30/11/23 (“Promotional Period”).
5. A participating store is any store located in Australia or New Zealand that displays material relating to the promotion during the Promotional Period (“Participating Store”).
6. To be eligible to enter, individuals must, during the Promotional Period, purchase any Harmony Menopause Pack (“Eligible Product”) from a Participating Store (“Qualifying Transaction”).

Eligible Products include:

* Harmony Menopause (60 tablets);
* Harmony Menopause (120 tablets);
* Harmony Menopause Max (45 tablets);
* Harmony Menopause Day Night (45 tablets);
* Harmony Menopause Day Night (90 tablets); and
* Harmony U Dream (30 tabs).
1. To enter, individuals must then, during the Promotional Period, visit www.takeharmony.com.au/wellbeingsupport or scan the in-store QR code, follow the prompts to the promotion entry page, input the requested details (including but not limited to their full name, full mailing address, phone number, email, bank account details and date of birth), upload a photo of their purchase receipt and submit the fully completed entry form.
2. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Eligible Products purchased in a Qualifying Transaction in excess of one (1)); and (b) each entry must be submitted separately and in accordance with entry requirements.
3. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the Participating Store of purchase and that the purchase was made during the Promotional Period but prior to entry.
4. 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 thepromotion. 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.
5. Incomplete or indecipherableentries will be deemed invalid.
6. 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.
7. The draw will take place at Martin & Pleasance, 7 Rocklea Drive, Port Melbourne 3207 VIC on 05/12/23 at 3:00pm AEDST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified by email and telephone within seven (7) business days of the draw and their names will be published online at [www.takeharmony.com.au/wellbeingsupport](http://www.takeharmony.com.au/wellbeingsupport) on 07/12/23.
8. The first three (3) valid entries drawn will each win one (1) Wellbeing Prize Pack valued at $2,500 each (see details below).

Wellbeing Prize Pack includes:

* $2,000 cash awarded in the form of an electronic funds transfer into the winner’s nominated Australian or New Zealand bank account.
* One year supply of Organic Formulations skincare valued at $500 each.
1. The next fifty (50) valid entries drawn will each win one (1) $100 Martin & Pleasance voucher.
2. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
3. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
4. 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 to the equal value or specification, subject to any written directions from a regulatory authority.
5. Total prize pool value is $12,500.
6. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

1. A draw for any unclaimed prizes may take place on 12/03/24 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified by email within seven (7) business days of the draw, and their names will be published online at [www.takeharmony.com.au/wellbeingsupport on 14/03/24](http://www.takeharmony.com.au/wellbeingsupport%20on%2014/03/24).
2. 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.
3. 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.
4. Any cost associated with accessing the promotional website or the QR code is the entrant’s responsibility and is dependent on the Internet service provider used.
5. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entriessubmitted by that entrant invalid.
6. 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.
7. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for 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: (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 / taking of the prizes.
8. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.martinandpleasance.com/terms-conditions/>. In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, 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 Privacy Policy 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. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia or New Zealand.
9. The Promoter is Martin & Pleasance (ABN 67 097 455 314) of 7 Rocklea Drive, Port Melbourne 3207 VIC, telephone 18 0065 2443 (“Promoter”).

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