

## **“ALCON CASHBACK 2023” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the Reward form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. The Promoter is Alcon Laboratories (Australia) Pty Ltd (ABN 88 000 740 830) of Suite 1, Level 7, 15 Talavera Road, Macquarie Park, NSW 2113 (ph: 02 9452 9200) (“**Promoter**”).
3. Claims are only open to Australian and New Zealand residents. Any claimant under the age of 18 years old must have parental/guardian approval to enter and the parent/guardian 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 claiming.
4. Employees (and their immediate families) of the Promoter, Participating Retailers (as defined below) and agencies associated with this promotion are ineligible to claim. 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 1<sup>st</sup> cousin.
5. Promotion commences at 12:01am AEDT on 01/07/23 and closes for purchases at 11:59pm AEST on 31/12/23 (“**Purchase Period**”). Claims open at 12:01am AEDT on 01/07/23 and close at 11:59pm AEST on 14/01/24 (“**Claim Period**”).
6. For the purposes of this promotion, participating products are TOTAL1 Contact Lenses 90pk or 3x30pk, TOTAL1 Multifocal Contact Lenses 90pk or 3x30p, TOTAL1 for Astigmatism Contact Lenses 90pk or 3x30p, PRECISION1 Contact Lenses 90pk or 3x30pk, PRECISION Astigmatism Contact Lenses 90pk or 3x30pk products (each a “**Participating Product**”). A participating retailer is any optometry practice in Australia or New Zealand that stocks the Promoter’s Participating Products, displays and distributes promotional material advertising this promotion (each a “**Participating Retailer**”).
7. To be eligible to claim, claimants must purchase, in a single transaction, two (2) packs of a Participating Product from a Participating Retailer during the Purchase Period (“**Qualifying Transaction**”). Online only or e-commerce only retailers are excluded. In the event a purchase receipt is not automatically provided to a claimant upon completing their Qualifying Transaction, it is the claimant’s responsibility to request one.

8. To claim a Reward (defined below), claimants must, after completing their Qualifying Transaction, complete the following steps during the Claim Period:
  - visit [www.alconreward.com](http://www.alconreward.com);
  - follow the prompts to the promotion claim page;
  - fully complete the online claim form by inputting the requested details including first and last name, mobile phone number, postal address and email address;
  - input unique codes found on purchase unique code card, purchase details including outlining the Participating Retailer;
  - upload their purchase receipt and then;
  - submit the claim form.
9. Every valid claim received will be awarded \$50 cashback in the form of a Vault Pays-Enabled Prepaid Mastercard for Australian claimants ("**Reward**").
10. Every valid claim received will be awarded \$50 cashback in the form of a direct bank transfer/EFT for New Zealand claimants ("**Reward**").
11. Claims will be validated within seven (7) business days. Successful claimants in Australia will be sent an SMS to the mobile number provided in the claim form as to how to redeem their Reward. Successful claimants in New Zealand will receive their cashback via EFT within ten (10) business days after validation.
12. Any ancillary costs associated with redeeming the Vault Pays-enabled Prepaid Mastercard are not included. The Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Vault Pays-enabled Mastercard any unused balance will be forfeited and no notice prior to expiry will be given. The expiry and balance of the Vault Pays-enabled Prepaid Mastercard can be found on claimant's mobile device and in their digital wallet. The Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific. See [www.vaultps.com.au/terms](http://www.vaultps.com.au/terms) for terms and conditions. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.
13. New Zealand claimants receiving direct bank transfer/EFT must submit their bank details to the Promoter and ensure that all personal details provided are correct. Claimants are responsible for providing full and accurate bank account details. The Promoter will not be responsible for banking institutions rejecting an EFT payment, or any costs associated with locating any lost Reward.
14. The Promoter reserves the right, at any time, to verify the validity of claims and claimant's (including a claimant'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 claim 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.

15. Incomplete or indecipherable claims will be deemed invalid.
16. Claims must be received by the Promoter by the end of the Claim Period. Only one (1) Reward claim is permitted per person. Only one (1) cashback will be paid. Claimants must retain their original purchase receipt and original barcode for the products purchased in the Qualifying Transaction to verify their claim. Failure to provide this verification to the Promoter upon request may, at the Promoter's discretion, result in an invalid claim.
17. Claimants must retain their original purchase receipt(s) for all claims as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a claimant's claims and forfeiture of any right to a Reward. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Purchase Period but prior to claim.
18. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
19. The Promoter's decision is final and no correspondence will be entered into.
20. If for any reason a/the claimant does not redeem a Reward by the time stipulated by the Promoter, then the Reward will be forfeited.
21. If any Reward is unavailable, the Promoter, in its discretion, reserves the right to substitute the Reward with a Reward to the equal value and/or specification.
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, pandemic, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the claimant'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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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 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 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 Reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a Reward.
- 26.** 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 [www.au.alcon.com/privacy-policy](http://www.au.alcon.com/privacy-policy). 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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 claimant's personal information to any entity outside of Australia.