

# Site For Sensitive Eyes Promotion

## SITE FOR SENSITIVE EYES PROMOTION CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and Prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.
2. The promotion starts at 9:00am (AEST) on **16/8/2010** (11:00am NZ time) and ends at 5:00pm (AEDT) on **18/11/2010** (7:00pm NZ time) (**Promotional Period**).
3. Entry is only open to residents of Australia and New Zealand aged 18 years or older who are either:
  - a. a current registered recipient of the “Renu Product Newsletter” (**Newsletter**) and remain a registered recipient for the duration of the Promotional Period; or
  - b. become a registered recipient of the Newsletter during the Entry Period and remain a registered recipient for the duration of the Promotional Period (**Entrants**).
4. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of the promotion are ineligible to enter the promotion.
5. To enter, Entrants must, during the Promotional Period:
  - a. if not a current registered recipient of the Newsletter, become a registered recipient of the Newsletter by logging on to [www.renu.com.au](http://www.renu.com.au) (for Australian residents) or [www.renu.co.nz](http://www.renu.co.nz) (for New Zealand residents) (each, a **Promotional Website**) and submitting the completed online entry form, including providing the Entrant’s full name, residential address, phone number, current and valid email address, answers to entry questions and their answer in twenty-five (25) words or less to the question “Tell us about a time or event when your eyes were feeling sensitive?” (**Promotional Question**); or
  - b. if a current registered recipient of the Newsletter, click a link contained in an Electronic Direct Mail (**EDM**) invitation sent by the Promoter to access an online entry form and submit the completed online entry form, including providing the Entrant’s full name, residential address, phone number, current and valid email address, answers to entry questions and their answer in twenty-five (25) words or less to the Promotional Question.
6. Once an Entrant has submitted their completed online entry form and their answer to the Promotional Question they will receive one (1) entry into the promotion. Only one (1) entry per person is permitted. Any subsequent entry after the first valid entry is received will be deemed invalid.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. There is no cost to complete the online entry form.
8. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to



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infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.

9. **First 2500 entries:** if an entry is one (1) of the first 500 entries received by the Promoter during the Promotional Period, the Entrant will receive one (1) Renu Sensitive Sample Kit (**Kit Prize**). Each Kit Prize is valued at **AUD\$3.50 (NZ\$4.30)**. If an entry is one (1) of the next 2000 entries received by the Promoter during the Promotional Period, the Entrant will receive one (1) Soothing Eye Gel Mask (**Mask Prize**) Each Mask Prize is valued at **AUD\$2.50 (NZ\$3.10)**. Kit Prize and Mask Prize winners will be notified in writing (mail or email).
10. The Kit Prizes and Mask Prizes will be mailed directly to an Entrant up to three (3) weeks after they have been notified that they are a Kit Prize or a Mask Prize winner to the address listed on the online entry form received by the Promoter. The Promoter and its agencies associated with this promotion will take no responsibility for Kit Prizes or Mask Prizes damaged or lost in transit. As a condition of accepting a Kit Prize or Mask Prize, an Entrant may be required to, in the timeframe required by the Promoter, confirm the Entrant's age and may be required to email a photocopy of their proof of age identification to the Promoter.
11. Total maximum Kit Prize pool value is up to **AUD\$1,750.00 (NZ\$2,150.00)**. Total maximum Mask Prize pool value is up to **AUD\$5,000.00 (NZ\$6,200.00)**. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Mask Prize or Kit Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Mask Prize or Kit Prize values. All Mask Prize or Kit Prize values are the recommended retail price including GST.
12. **GAME OF SKILL:** The five (5) entries judged to be the best from all of the eligible entries (as determined by the judges in their sole discretion) will each win a cash prize of **AUD\$2,000.00 (NZ\$: AUD\$2,000.00 converted to NZ\$ as at reserve bank rate on 26/11/2010) (Cash Prize)**. The Cash Prize will be provided to a winner in the form of a cheque made payable to the winner.
13. **GAME OF SKILL:** All eligible entries received (including those which received a Kit Prize or a Mask Prize) will be judged by a panel of appropriately qualified judges at 9:00am (AEDT) on **26/11/2010** (11:00am NZ time) at Level 4, 113 Wicks Road, North Ryde NSW 2113, Australia. Each entry will be judged on the basis of originality and creative merit, and must be substantially unique. Chance plays no part in determining the winners. The winners will be notified in writing (mail or email) on **26/11/2010**.
14. **GAME OF SKILL:** Total maximum Cash Prize pool value is up to **AUD\$10,000.00 (NZ\$: AUD\$10,000.00 converted to NZ\$ as at reserve bank rate on 26/11/2010)**. Cash Prizes are not transferable or exchangeable. Cash Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the Cash Prize winnings. Independent financial advice should be sought. The Promoter's decision is final and no correspondence will be entered into.
15. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an



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Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a Prize, and any information submitted by the Entrant in entering the promotion, before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.

16. It is a condition of accepting a prize that a winner may be required to sign a legal release/s or release/s in a form determined by the Promoter in its absolute discretion.
17. Prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
18. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
19. The Promoter and its associated agencies and companies are not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with taking any Prize or using any Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, fax equipment, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Entrant's or any other person's fax equipment, mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
21. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
22. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as the original prize or prizes, subject to any written directions made under applicable Australian State or Territory or New Zealand legislation (where applicable).



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23. If a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize of equal or greater value will be awarded in lieu.
24. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) for submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
25. As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness and/or entry in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
26. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter and may be used by the Promoter at any time. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award Prizes. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at [unsubscribe.renu@bausch.com](mailto:unsubscribe.renu@bausch.com). All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
27. By participating in the promotion, and "opting-in" on the online entry form, an Entrant also acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian or New Zealand related companies or promotional partners who may contact the Entrant with special offers in this way. By entering the promotion, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition.
28. The Promoters are Bausch & Lomb (Australia) Pty Ltd, ABN 34 000 650 251, of Level 4, 113 Wicks Road, North Ryde NSW 2113 Australia and Bausch & Lomb (New Zealand) Ltd c/- 2A Fisher Cres, Mount Wellington, Auckland (each, the **Promoter**).

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