

Terms and Conditions of Entry for the "Sigma Pharmacist Business Boost Program"
(Promotion)

1. These terms and conditions of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Sigma Pharmaceuticals (Australia) Pty Ltd. ABN 88 004 118 594, 96 Merrindale Drive Croydon, VIC 3136 (**Promoter**).
3. The promotional period commences at 12:01am Australian Eastern Standard Daylight Savings Time (**AEDST**) **on the 9th of November 2009** until 11:59pm AEDST **on the 31st of January 2010**. (the "Promotional Period").
4. Entry is only open to the nominated Pharmacist, of Australian businesses that are deemed licensed and immediate customers of the Promoter. Entrants must be in compliance with the Promoter's standard conditions of sale throughout the Promotional Period and must not have overdue monies owing as at the closing date in order to be eligible to claim any prize ('Eligible Entrant'). Employees (and their immediate families) of the Promoter 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.

(Eligible Entrants). The persons referred to in paragraph 4 of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

5. Eligible Entrants must place an order with their Sigma Pharmaceuticals Representative to participate in the Sigma Pharmacist Business Boost Promotion. The Sigma Representative will collate eligible order totals on a spreadsheet and email these to Channel 5 on a weekly basis. The last of these entry email must be sent to Channel 5 no later than 11:59pm AEDST **on the 31st of January 2010**.
6. Registrations must be received by the Promoter (or its representative) during the promotional period. Facsimile registrations will be deemed to be accepted at the time of receipt and not at the time of transmission. Registrations received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible registrations will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected registrations.
7. To qualify for the Promotion, the Eligible Entrants must:
 - a. Place a single order with specified delivery drops (with the last of these drops occurring no later than 11:59pm AEDST **on the 31st of January 2010**) directly with a Sigma Pharmaceuticals Representative during the promotional period (from the HERRON RANGE, the CHEMISTS' OWN RANGE, and the OTC OTHER RANGE) which is equivalent in net value to 150% or more of the total net value ordered (from the HERRON RANGE, the CHEMISTS' OWN RANGE, and the OTC OTHER RANGE as specified in paragraph 7b-7d) (net of any discounts) from Sigma Pharmaceuticals during the corresponding previous period of 12:01am Australian Eastern Standard Daylight Savings Time (**AEDST**) **on the 1st of November 2008** until 11:59pm AEDST **on the 31st of January 2009**.. The value of this qualifying order must exceed a minimum of \$1200.00 net sales excluding GST. The qualifying order must be placed from 12:01am Australian Eastern Standard Daylight Savings Time (**AEDST**) **on the 9th of November 2009**. This qualifies them for one (1) Promotion draw entry.

- b. The HERRON RANGE consists of the following products;
- 839456 Herron Paracetamol Tabsules 36s
 - 839464 Herron Paracetamol Tabsules 60s
 - 839472 Herron Blue Ibuprofen Tabsules 200mg 36s
 - 839480 Herron Blue Ibuprofen Tabsules 200mg 60s
 - 209031 Goanna Arthritis Cream 100g
 - 214429 Goanna Heat Cream 100g
 - 065292 Goanna Oil Liniment 150ml
 - 671396 Vita-Minis Multi 100s (Rasp)
 - 455923 Vita-Minis Multi 50s (Rasp)
 - 539296 Vita-Minis Cold & Flu 50s
 - 836528 Vita-Minis Omega Smart 50s
 - 455899 Vita-Minis Vit C 50s (Orange)
 - 640870 OsteoEze Active 120s
 - 831248 OsteoEze Glucosamine HCL 750mg 200s
 - 848598 OsteoEze Active + MSM 120s
 - 640888 OsteoEze Bone & Joint 120s
 - 539197 OsteoEze 750mg 60s
 - 686808 Herron Magnesium Plus 100s
 - 674655 Herron Zinc Complex 120's
 - 671321 Herron Calcium 600mg 50s
 - 685461 Herron Iron Formula 120s
 - 696765 Herron Echinacea 5000mg 60s
 - 671313 Herron Bio-C 1000mg 45s
 - 752063 Herron Garlic Oil 3000 200s Economy Pack
 - 856161 Herron Daily Fruit & Berries 46's
 - 856179 Herron Daily Vegetables 46's
 - 752006 Herron Cranberry 30s
 - 752055 Herron Gingko Biloba 2000mg 125s
 - 671370 Herron Saw Palmetto 1600 40s
 - 800300 Herron Fish Oil 1000mg 400s
 - 671388 Herron St John's Wort 1800mg 60s
 - 674630 Herron Valerian Plus Softgel 30's
 - 696781 Herron Hrsrdsh & Garlic Plus Vit C 50's
- c. The CHEMISTS' OWN RANGE consists of the following products;
- 757047 CO Chesty Cough Mix 100mL
 - 683136 CO Chesty Mucus Noesude 200mL
 - 683060 CO Child Cold & Allergy Mix 100mL
 - 683078 CO Child Cold & Allergy Mix 200mL
 - 836148 CO Cold & Flu D/N PE Tablets x 24
 - 757054 CO Cold & Flu Relief Tablets 500mg x 24
 - 836130 CO Cold & Flu Relief PE Tablets x 24
 - 683003 CO Coldeze Tablets x 24
 - 757039 CO Day & Night Cold & Flu Tablets x 24
 - 759159 CO Difenacol Cough Mix 200mL
 - 757062 CO Dry Cough Mixture 100mL
 - 757088 CO Expectalix Cough Mix 100mL
 - 836155 CO Hayfever Sinus PE Tablets x 24
 - 757096 CO Hayfever Sinus Relief Tablets x 24
 - 683151 CO Kiddicol Child Cough 200mL

742015 CO Nasal Decongestant Spray 18mL
742023 CO Nasal Decongestant Spray Refill 18mL
757021 CO Sinus Pain Relief Tablets x 24
757104 CO Sinus Relief Tablets x 12
683433 CO Diclofenac Anti Inflammatory Gel 50g
683441 CO Diclofenac Anti Inflammatory Gel 100g
683201 CO Dolased Tablets x 20
683219 CO Dolased Day & Night Pain Tablets x 30
683482 CO Ibuprofen Pain & Fever Susp 100mL
683490 CO Ibuprofen Pain & Fever Susp 200mL
683458 CO Ibuprofen Tablets 200 mg x 24
683466 CO Ibuprofen Tablets 200 mg x 48
683474 CO Ibuprofen Tablets 200 mg x 96
848309 CO Ibuprofen Plus Cod Tablets 24
848317 CO Ibuprofen Plus Cod Tablets 48 (NSW Only)
848325 CO Ibu Plus Cod Tab 48 (V/Q/S/W/T/NT)
683227 CO Pain Tablets x 24
683235 CO Pain Tablets x 48 (V/Q/S/W/T/NT)
684845 CO Pain Tablets x 48 (NSW Only)
683250 CO Pain Tablets x 50 Bottle (V/Q/S/W/T/NT)
684670 CO Pain Tablets x 100 Bottle (NSW Only)
683268 CO Pain Tablets x 100 Bottle (V/Q/S/W/T/NT)
687384 CO Pain Tablets x 96 (NSW Only)
683243 CO Pain Tablets x 96 (V/Q/S/W/T/NT)
683276 CO Pain Tabsules x 24
687392 CO Pain Tabsules x 48 (NSW Only)
683284 CO Pain Tabsules x 48 (V/Q/S/W/T/NT)
684688 CO Pain Tabsules x 96 (NSW Only)
683292 CO Pain Tabsules x 96 (V/Q/S/W/T/NT)
683375 CO Paracetamol 1- 5 Yrs Susp 100mL
683383 CO Paracetamol 1- 5 Yrs Susp 200mL
683391 CO Paracetamol 5-12 Yrs Susp x 100mL
683409 CO Paracetamol 5-12 Yrs Susp x 200mL
683367 CO Para Drops (Color Free) 20mL, 1M - 2Yrs
683300 CO Paracetamol Capsules x 24
683318 CO Paracetamol Capsules x 48
683326 CO Paracetamol Capsules x 96
683334 CO Paracetamol Tablets x 24
683342 CO Paracetamol Tablets x 48
683359 CO Paracetamol Tablets x 96
683417 CO Period Pain Tablets x 12
683425 CO Period Pain Tablets x 24
778605 CO Loratadine Tablets 10mg x 10
778613 CO Loratadine Tablets 10mg x 30
778621 CO Loratadine Tablets 10mg x 50
794891 CO Fexo Tablets 120mg x 10
794909 CO Fexo Tablets 120mg x 30
794917 CO Fexo Tablets 180mg x 10
794925 CO Fexo Tablets 180mg x 30
802090 CO C-Zine Tablets 10mg x 10

- 802108 CO C-Zinc Tablets 10mg x 30
 - 787697 CO Nicotine Patches 7mg x 7
 - 787705 CO Nicotine Patches 14mg x 7
 - 787713 CO Nicotine Patches 21mg x 7
 - 787721 CO Nicotine Gum Mint 2mg x 96
 - 787739 CO Nicotine Gum Fruit 2mg x 96
 - 822148 CO Antiseptic Plus Cream 50mg
 - 683508 CO Clozole Anti Fungal Cream 20g
 - 683516 CO Clozole Anti Fungal Cream 50g
 - 683532 CO Clozole Vaginal Cream 35g
 - 749218 CO Cold Sore Cream 5gm
 - 683540 CO De Worm Chewable Tablets x 2
 - 683557 CO De Worm Chewable Tablets x 6
 - 683656 CO Diarrhoea Relief Tablets x 10
 - 683664 CO Diarrhoea Relief Tablets x 20
 - 801886 CO Femazole Tablet 150mg x 1
 - 683631 CO Nat Laxative with Softener Tablets x 100
 - 774273 CO Ranitidine Tablets 150mg x 14
 - 774281 CO Ranitidine Tablets 150mg x 28
 - 774299 CO Ranitidine Forte Tablets 300mg x 14
 - 836007 CO Stmch Ache & Pain Relief Tab 10mg x 20
- d. The OTC OTHER RANGE consists of the following products;
- 260331 Aspalgin Tablets x 20
 - 133892 Aspalgin Tablets x 50 (VIC/QLD/WA/SA/NT)
 - 000786 Aspalgin Tablets x 50 (NSW only)
 - 000794 Aspalgin Tablets x 100 (NSW only)
 - 299586 Aspalgin Tablets x 100 (VIC/QLD/WA/SA/NT)
 - 604645 Codalgin Plus Tablets x 20
 - 260497 Codalgin Tablets x 20
 - 000836 Codalgin Tablets x 100 (NSW only)
 - 272047 Codalgin Tablets x 50 (NSW only)
 - 141788 Codalgin Tablets x 100 (VIC/QLD/WA/SA/NT)
 - 005934 Codalgin Tablets x 50 (VIC/QLD/WA/SA/NT)
 - 830240 Xyzal Tablets 5mg x 10
 - 830257 Xyzal Tablets 5mg x 30
 - 724112 Esberitox Tablets x 50
 - 724120 Esberitox Tablets x 100
 - 256685 Hydraderm Cream 500gm Jar
 - 98566 Hydraderm Pump 300gm
 - 242545 Hydraderm Pump 750gm
 - 468223 Nucolox Powder 440 gm

DRAW

8. All entries will be allotted to 1 of 5 categories, depending on the state that the Pharmacist comes from. These categories are NSW/ACT, QLD, VIC/TAS, SA/NT and WA.
9. Two (2) computerised random prizes will be drawn from each category. This will be conducted by a representative of Dialect Interactive Pty Ltd (**Dialect Interactive**) at Level 17, 100 Arthur Street, North Sydney, NSW 2060 (**Draw Location**) at 11:00am Australian Eastern Standard Daylight Savings Time (AEDST) on 9th February 2010.

10. The First (1st) Eligible Entrant randomly drawn from each category (and whose entry is validated in accordance with these Terms) will win "Your Own Business Consultant" in the form of the services of a Business Consultant to the value of \$5,000 (**Major Prizes**) (RRP including GST). There is a total of five (5) of these prizes with a total value of \$25,000 (RRP including GST).
11. The Second (2nd) Eligible Entrant randomly drawn from each category (and whose entry is validated in accordance with these Terms) will win "A Business Technology Revival" in the form of a Harvey Norman Gift Card to the value of \$2,500 (**Minor Prizes**) (RRP including GST). The Gift Cards must be redeemed by 9th of February 2012 and is subject to any terms and conditions imposed by Harvey Norman. For full terms and conditions please visit www.harveynorman.com.au/giftcards/terms.html. There are five (5) prizes available with a total value of \$12,500 (RRP including GST).
12. The First (1st) Eligible Entrants prize includes at least two (2) meetings with a professionally qualified Business Consultant as nominated by the Promoter, where the Pharmacist's business is examined and improvement recommendations are made by the Business Consultant. These meetings will occur anytime during 2010 and must be concluded by the 31st of December 2010.
13. Prizes will be awarded to the nominated Pharmacist. Should the prize be awarded to another employee of the winning business, that employee shall be bound by these Terms and Conditions. The winner may be required to sign a legal release in a form determined by the Promoter, in its absolute discretion. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
14. The Promoter reserves the right to request the winner to 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 winner's identity, age, residential address and email address, employment details, eligibility to enter and claim the prize and any information submitted by the winner in entering the promotion, before issuing the prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, the winner's entry will become invalid.
15. The Pharmacist whose entry was drawn must confirm their eligibility to be awarded the prize within (five) 5 days of being successfully notified by the Promoter that they have been drawn, otherwise their entry will be deemed invalid. If their entry is deemed invalid, the Promoter will draw another entrant at the same time and place as the original draw and repeat this process until an eligible entrant is drawn. If the Promoter is unable to notify any eligible entrant drawn, the procedures outlined in paragraph 21 will apply.
16. If any prize or any element of a prize is unavailable the Promoter, in its discretion reserves the right to substitute the prize or prize element with a prize or prize element to the equal value and / or specification, subject to any written directions from a regulatory authority.
17. In the event of war, terrorism, state of emergency or disaster (including natural disaster) or any other circumstance beyond the reasonable control of the Promoter, subject to any written directions made under applicable State or Territory legislation, the Promoter reserves the right to either provide an alternative travel prize (including an alternative destination at an alternative date as specified by the Promoter) to the same value as the original prize or to cancel, terminate, modify or suspend the promotion.
18. The First Eligible Entrants Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash.
19. The total prize pool for the five (5) categories as defined in Paragraph 8 of these terms is \$37,500 (RRP including GST). The prize pool for each individual category is \$7,500 (RRP including GST).
20. The Provisional Drawn winners will be notified by telephone and mail. Results will be published in *The Australian* on 24 February 2010.

Re-draw

21. If the prize is not awarded, is forfeited for any reason (including as a result of disqualification by the Promoter for non-compliance with the Terms), or any claim is not validated by 24 February 2010; a computerised random re-draw will be conducted by a representative of Dialect Interactive at the Draw Location at 11:00am AEST on 26th of May 2010 from all remaining Eligible Entries to distribute those prizes (**Re-Draw**), subject to any written directions given under applicable State or Territory legislation.
22. The Provisional Re-Draw winner, if any, will be notified by telephone and mail and their name and locality will be published in *The Australian* on 11th of June 2010.

General

23. The Promoter's decision on all matters is final and no correspondence will be entered into.
24. 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 (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.
25. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms, or 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.
26. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The winner agrees to participate in all reasonable promotional activities in relation to the promotion as requested by the Promoter and its agents.
27. 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, unauthorized 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) redemption and use of the prize.
28. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. By entering the promotion, each entrant agrees that the Promoter may use the entrant's personal information in this manner. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. All personal information will be stored at the office of the Promoter at the address below. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.

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