



The power of nurture

# TERMS AND CONDITIONS OF NUTRACARE PREGMAPLUS AND PROBIOPLUS CASHBACK

(“TERMS AND CONDITIONS”)

## DEFINITIONS

In these Terms and Conditions:

Cashback means, in respect of a Qualifying Transaction, a payment by or on behalf of the Promoter to the Claimant of AUD\$5.00;

Claim Closing Date means 09:00 am AEDT on 17 February 2020;

Claimant means a person who makes a claim under the Promotion;

Eligible Claimant means an Australian resident who is 18 years or over;

Eligible Product means the products set out in Schedule 1;

Eligible Venue means a store located in Australia;

Original Receipt means, in respect of an Eligible Product, a receipt showing the date of purchase, the purchase price and the store from which it was purchased;

Payment Date means 11:59 pm AEDT on 28 February 2020;

Promoter means NutraCare Australasia Pty Ltd (ACN 630 290 587);

Promotion means the NutraCare PregmaPlus and ProBioPlus Cashback contemplated by these Terms and Conditions; and

Promotion Period means the period starting at 9:00 am AEDT on 15 December 2019 and ending at 12:00 am AEDT on 17 February 2020.

## ELIGIBILITY FOR A CASHBACK

1. To be eligible for a Cashback, a Claimant must be an Eligible Claimant and must purchase an Eligible Product from an Eligible Venue during the Promotion Period (“Qualifying Transaction”).

## HOW TO CLAIM A CASHBACK

2. To claim a Cashback for a Qualifying Transaction, the Claimant must make a claim online.

## ONLINE CLAIM

3. In order to make an online claim, the Claimant must:
  - a. complete the online claim form at <https://nutracarelife.com.au/cashback/> by providing their name, date of birth, email address, residential address, contact number and nominate to receive their Cashback via EFT (by providing an Australian bank account BSB and Account Number; and
  - b. upload a readable photo or scanned copy of the Original Receipt for the relevant Eligible Product; and
  - c. the claim must be received no later than the Claim Closing Date.

## OTHER TERMS AND CONDITIONS

4. The Claimant acknowledges and agrees they have read these Terms and Conditions and by making a claim for a Cashback the Claimant is deemed to have accepted these Terms and Conditions.
5. An Eligible Claimant may claim a Cashback for each Qualifying Transaction.
6. Claims will be deemed to be received at the time they are received by the Promoter and not at the time they are made or sent by the Claimant.
7. Subject to clause 9, the Promoter must pay the Eligible Claimant the Cashback for each Qualifying Transaction by the Payment Date.
8. The Promoter is not required to pay an Eligible Claimant a Cashback if:
  - a. the Promoter has already paid a Cashback in respect of the relevant Eligible Product;
  - b. the Claimant is not an Eligible Claimant;
  - c. the Claimant has not made a claim online;
  - d. the Claimant has failed to provide some or all of the details required to make such a claim or the details are indecipherable or illegible;
  - e. the claim contains offensive or defamatory comments or materials;
  - f. the claim is submitted using software that is designed to automatically submit multiple claims or assist with automatically submitting multiple claims;
  - g. the claim does not comply with these Terms and Conditions; or
  - h. the claim does or if processed would breach a law.
9. It is the responsibility of the Claimant to check that the details provided when making a claim (including personal details and bank details) are complete and correct. The Promoter will not be responsible for a failure of the Claimant to provide complete or correct details.
10. The Promoter collects personal information in order to process claims and may, for this purpose, disclose such information to third parties, including but not limited to its directors, officers, employees, contractors, agents and advisors and government agencies. The Promoter may also, subject to clause 12, use this information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Claimant.
11. The Promoter must use and handle Claimants' personal information in accordance with its privacy policy, which can be viewed at [www.nutracarelife.com.au](http://www.nutracarelife.com.au). This policy also contains information on how Claimants may opt out, access, update or correct their personal information.
12. If for any reason any aspect of this Promotion is not capable of running as planned, including but not limited to, computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion delay, suspend, modify, cancel or terminate, the Promotion and invalidate any affected claims or Cashback;.
13. In the event that there is a dispute concerning these Terms and Conditions, the Promotion or a Cashback, the decision of the Promoter is final and binding on each Claimant.
14. The Promoter is not responsible for and is not liable for any tax arising out of or in connection with the payment of a Cashback and the Claimant must seek their own independent financial advice in regard to the tax implications relating to a Cashback.
15. To the maximum extent permitted by law, the Promoter, its related bodies corporate (and their directors, officers, employees, agents and advisors) are not liable for any loss arising out of or in connection with the Terms and Conditions, the Promotion or a Cashback, including any failure by the third party or delay to pay a Cashback.
16. Nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. Questions regarding the Promotion can be submitted via email to [info@nutracarelife.com.au](mailto:info@nutracarelife.com.au) or asked by contacting the Promoter on 1800 845 088 between 9:00 am to 5:00 pm AEDT Monday to Friday (excluding public holidays in Melbourne).

## SCHEDULE 1: ELIGIBLE PRODUCTS:

Pregma Plus 15 pk Stage 1

Pregma Plus 15 pk Stage 2

Pregma Plus 800g tin Stage 1

Pregma Plus 800g tin Stage 2

ProBio Plus Infant – 8ml

ProBio Plus Child – 8ml

ProBio Plus Adult – 8ml