

## Revitalift Classic Money Back Guarantee Promotion Terms & Conditions ("Conditions of Claim")

Schedule							
<b>Promotion:</b>	Revitalift Classic Money Back Guarantee Promotion						
<b>Promoter:</b>	L'Oréal Australia Pty Ltd ABN 40 004 191 673, 564 St Kilda Road, Melbourne, VIC 3004, Australia, PH: 1300 659 359.						
<b>Promotional Period</b>	<b>Start Date:</b> 15.05.2016 at 12:01 AM AEST <b>End Date:</b> last mail received on 29.07.2016.						
<b>Eligible claimants:</b>	Claims are only open to Australian residents. Claimants under the age of 18 must have consent from their parent or legal guardian to submit a claim in this Promotion.						
<b>How to claim a Refund:</b>	<p>To be eligible to claim the refund offer, a claimant must during the Promotional Period: (i) purchase L'Oréal Paris Revitalift Classic Day Cream (SPF or non SPF) ("<b>Participating Products</b>") from any Coles, Woolworths, Priceline, Target, Big W, Kmart, MyChemist, Chemist Warehouse or any pharmacy within Australia which stocks the Participating Products ("<b>Qualifying Purchase</b>"); and (ii) use the Participating Product.</p> <p>If a consumer has purchased and used L'Oréal Paris Revitalift Classic Day Cream (SPF or non SPF) in accordance with the above, and is not satisfied with the result, the consumer can:</p> <ol style="list-style-type: none"> <li>a) fully complete the official claim form (available to print from <a href="http://www.revitaliftchallenge.com.au">www.revitaliftchallenge.com.au</a>), providing all requested details including: <ul style="list-style-type: none"> <li>- their full name;</li> <li>- their mailing address (must be a street address and NOT a PO address);</li> <li>- their email address;</li> <li>- name of the product Participating Product purchased (i.e. Revitalift Classic Day Cream (SPF) or Revitalift Classic Day Cream (non SPF)); and</li> </ul> </li> <li>b) send the fully completed claim form attached with a copy of their purchase receipt for the Qualifying Purchase to: <p style="text-align: center;">L'Oréal Paris Revitalift Money Back Offer L'Oréal Australia Reply Paid 2095 PRESTON VIC 3072</p> </li> </ol> <p><b>Any costs incurred by a claimant for payment of the envelope used to mail the claim will not be refunded by the Promoter.</b></p>						
<b>Number of claims permitted</b>	Only one (1) refund claim permitted per Participating Product purchase. Each claim must be submitted separately and in accordance with the claim requirements.						
<b>Refund Details</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Refund Details</th> <th style="width: 15%;">Value (per refund)</th> <th style="width: 25%;">Conditions</th> </tr> </thead> <tbody> <tr> <td> <p>Every valid claim received by the Promoter will each receive a refund for the Participating Product, up to the maximum of AUD\$32.95. The amount awarded will be based on the value of the Participating Product as provided on their purchase receipt submitted for the Qualifying Purchase, up to a maximum refund of AUD\$32.95. The refund will be awarded by a cheque made payable to the successful claimant. Claimants must ensure the mailing address and name specified on the claim form is correct – as the cheque will be made payable to the name listed on the claim form and sent to the mailing address provided on the claim form.</p> <p>The Promoter will not return a successful claimant's L'Oréal Paris Revitalift Classic Day Cream (SPF or non SPF). The Promoter must receive both an online claim form and the remainder of a claimant's L'Oréal Paris Revitalift Classic Day Cream (SPF or non SPF) from a claimant (in accordance with the Entry Method above) in order to deem that a claim has been received.</p> </td> <td style="text-align: center; vertical-align: top;">Up to maximum of AUD\$32.95</td> <td style="vertical-align: top;">Not transferable, substitutable or exchangeable (including any unused portion).</td> </tr> </tbody> </table>	Refund Details	Value (per refund)	Conditions	<p>Every valid claim received by the Promoter will each receive a refund for the Participating Product, up to the maximum of AUD\$32.95. The amount awarded will be based on the value of the Participating Product as provided on their purchase receipt submitted for the Qualifying Purchase, up to a maximum refund of AUD\$32.95. The refund will be awarded by a cheque made payable to the successful claimant. Claimants must ensure the mailing address and name specified on the claim form is correct – as the cheque will be made payable to the name listed on the claim form and sent to the mailing address provided on the claim form.</p> <p>The Promoter will not return a successful claimant's L'Oréal Paris Revitalift Classic Day Cream (SPF or non SPF). The Promoter must receive both an online claim form and the remainder of a claimant's L'Oréal Paris Revitalift Classic Day Cream (SPF or non SPF) from a claimant (in accordance with the Entry Method above) in order to deem that a claim has been received.</p>	Up to maximum of AUD\$32.95	Not transferable, substitutable or exchangeable (including any unused portion).
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<b>Claimant</b>	All successful claimants will be notified in writing.						

<b>notification:</b>	
<b>Unclaimed refunds</b>	The Promoter may at its discretion assign the refund to the claim judged the next best claim, conduct a further judging to award the refund, or withdraw the refund unawarded. The Promoter is under no obligation to award any unclaimed refunds.

## Terms and Conditions

1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that participation in this Promotion is deemed to be acceptance of these Conditions of Claim (and Schedule). Any capitalised terms used in these Conditions of Claim have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Claims must be received during the Promotional Period. Claims are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the claimant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, of Participating Venues, of the agencies or companies associated with this Promotion or of the Promoter's retailers, distributors, suppliers and associated companies and agencies are not eligible to enter. "Immediate families" means spouse, partner, parent, guardian, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
4. Valid and eligible claims will be accepted up to last mail received on 29.07.2016.
5. **Refund Information:**
  - i. Claimants should allow up to 28 days for delivery of their refund cheque. Delivery of refund cheque is only available in Australia. It is the responsibility of each claimant to ensure that the full name and mailing address details provided to the Promoter are correct and up to date.
  - ii. If a claimant is deemed not to comply with these Conditions, their claim will be discarded.
  - iii. The Refund is as stated in the Refund Details in the Schedule above.
  - iv. Successful claimants will be notified in accordance with the Claimant Notification section above.
  - v. Claimants who use multiple email addresses, residential addresses and/or aliases may be disqualified.
  - vi. If a refund is returned undeliverable and, despite the Promoter's reasonable efforts, is not accepted or claimed within 14 days of the Promoter's first attempt at delivery of the refund, the relevant claimant's claim will be deemed invalid and the Promoter will award the refund to the next valid claim that did not receive a refund, subject to any written directions given by any relevant authority.
6. The original receipt must be retained as proof of purchase. Claimants must produce upon Promoter request the original receipt for their claim into the Promotion in order to validate their claim. In the event that the claimant is unable to produce the original receipt for their claim, the Promoter may in its absolute discretion, deem the winning claim invalid and forfeit the claimant's right to any refund.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their refund (or is unable to), they forfeit the refund and the Promoter is not obliged to substitute the refund.
9. Refunds will be awarded to the person named in the claim and any claim that is made on behalf of a claimant or by a third party will be invalid.
10. All claims will be the property of the Promoter. The information claimants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect claimants' personal information (including through its contractors or agents) or disclose claimants' personal information to its contractors and agents to assist in conducting this competition or communicating with, or developing its relationship with, claimants including to overseas locations such as New Zealand, the USA, Canada, Singapore and other countries in Asia and the EU. By entering this competition, claimants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the claimant via electronic messaging. By entering this competition, claimants consent to receiving SMS or email messages from the Promoter. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. Claimants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's Privacy Policy, located at [www.loreal.com.au/\\_en/\\_au/tools/privacy/privacy\\_1.aspx](http://www.loreal.com.au/_en/_au/tools/privacy/privacy_1.aspx), contains information about:
  - (a) how claimants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
  - (b) how claimants can complain about a privacy breach and how the Promoter will deal with such a complaint.

11. It is a condition of accepting the refund that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the refund(s).
12. If a refund is provided to the Promoter by a third party, the refund is subject to the terms and conditions of the third party refund supplier and the provision of the refund is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the refund at the time it is issued to the winner will prevail over these Conditions of Claim, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the refund, any delay or receive their claim or failure relating to the refund itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.
13. The Promoter may, in its sole discretion, disqualify all claims from, and prohibit further participation in this offer by, any person who tampers with or benefits from any tampering with the claim process or with the operation of the offer or acts in violation of these Conditions of Claim, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person.
14. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Claim 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).
15. The Promoter may communicate or advertise this offer using Facebook. The offer however, is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of 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 cancel, terminate, modify or suspend the Promotion and invalidate any affected claims.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of claims and claimant's details (including a claimant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the refund in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible claims, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Claims containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated claim software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all claims submitted by that individual invalid.
18. The Promoter reserves the right to disqualify claims in the event of non-compliance with these Conditions of Claim. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each claimant and no correspondence will be entered into.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any refund (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. The claimant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
21. The Promoter accepts no responsibility for any tax implications and the claimant must seek their own independent financial advice in regards to the tax implications relating to the refund or acceptance of the refund.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.