

Red Seal new toothpaste range giveaway

These terms and conditions (**Terms**) consist of the Promotion Details and the Promotion Rules and they must be read together. The Promotional Details prevail to the extent of any inconsistency. Participation in the Promotion constitutes acknowledgement and acceptance of these Terms.

PROMOTION DETAILS	
Promotion	Red Seal new toothpaste range giveaway
Promoter	Endeavour Consumer Health Limited (trading as Red Seal) 14-18 Lovell Court, Rosedale, Auckland 0632, New Zealand
Promotional Period	31/05/2023 - 14/06/2023
Prize	1 x Philips Sonicare 9000 DiamondClean toothbrush, 1 x Complete Care non-fluoride toothpaste, 1 x Complete Care with fluoride toothpaste, 1 x Whitening non-fluoride toothpaste, 1 x Whitening with fluoride toothpaste, 1x Kids Tutti Frutti non-fluoride toothpaste, 1 x Kids Bubblicious with fluoride toothpaste
Who can enter?	Entry is only open to Australian and NZ residents who are 13 years and over. If you're under 18 years of age, you must get the consent of your parent or guardian before entering the promotion.
Promotion Website	Via email direct marketing
How to enter?	Fill out and submit the form that is accessible through the email direct marketing sent out to Red Seal's eligible database.
How to win?	Go in the draw to win and the winner is selected at random
Prize draw	15/06/2023
Notifying Prize winners	The winners will be notified, by contact phone number or email if no response.
Process if winner doesn't claim Prize or is invalid	If Red Seal cannot reach winner through their points of contact, Red Seal will draw another winner.

Collection and disclosure of personal information and entry details	<p>We respect your privacy. We collect your personal information (PI) for the purposes of sending you the Prize and to communicate to you about our products and services that may interest you. For this, we may disclose your PI to our marketing agencies and contractors. If you don't provide your PI, you may not be able to receive these samples and communications. Our Privacy Policy contains further information on how we collect and use your PI, how you can access and correct your PI and complain about how we handle it.</p>
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PROMOTION RULES

1. Directors, officers, management, and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother/sister or 1st cousin.
2. Any costs associated with entering the Promotion including associated internet or mobile phone charges are not the responsibility of the Promoter.
3. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. Unless otherwise stated, all references to times and dates are to times and dates in Sydney, NSW, which is Australian Eastern Standard Time (AEST).
4. The Promoter accepts no responsibility for any change in Prize value between now and when the Prize is sent to the winner. If a Prize (or element of a Prize) is unavailable, the Promoter may to the extent permitted by law, substitute it for another item of similar value (a **Substituted Prize**). References to a Prize in these Promotional Rules includes a Substituted Prize (as applicable).
5. Prizes are not transferable or exchangeable and cannot be redeemed for cash.
6. Unless otherwise specified, the Prize/s will only be delivered to addresses in Australia. To the extent permitted by law, the Promoter associated agencies and companies will not be liable for any damage to or delay in transit of Prizes.
7. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prize.
8. No responsibility will be taken by the Promoter for any ineligible, indecipherable, incomplete or lost entries or entries submitted or received by the Promoter after the end of the Promotion Period.
9. If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, to the extent permitted by law, the Promoter reserves the right in its discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Promotion in accordance with applicable laws (including any written direction given by regulatory authorities).

10. The Promoter may, at its discretion, declare any or all entries made by an entrant invalid if the entrant:
 - a. tampers with the entry process, the operation of the Promotion or the Promotion Website, including use of any automated entry software or any other mechanical or electronic means that permit the entrant to automatically enter repeatedly;
 - b. acts in a disruptive manner or is in the Promoter's reasonable opinion offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Promotion;
 - c. uses, or the Promoter has reasonable grounds to believe that, multiple aliases, household addresses or email addresses;
 - d. fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction or fails to produce items as required or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - e. fails to comply with the Terms or any applicable law.
11. Nothing in these Terms restricts, excludes or modifies any consumer rights under any law (including the Australian Consumer Law). If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Australian Consumer Law or is implied by any other law that cannot be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or Prize won.
12. To the extent permitted by law, the Promoter, its related companies and its agencies will not be liable (including for negligence) for any indirect or consequential loss (including loss of profits, economic loss, loss of data).
13. All entries will be the property of the Promoter and will not be returned.
14. The Promoter will comply with the Australian Privacy Principles and the Privacy Act 1998 (Cth). The Promoter's Privacy Policy may be viewed at: <https://www.redseal.global/nz/privacy-policy/>
15. This competition is in no way sponsored or endorsed by any social media platform, including Facebook, Instagram and Twitter. Any questions, comments or complaints regarding the promotion must be directed to the Promoter.