



### Complementary Luxe Filler Upgrade

#### Schedule

<b>Promotion</b>	Complementary Luxe Filler Upgrade
<b>Promoter, we, us or our</b>	Cosmetique Cosmetic Clinics (Services) Pty Ltd ABN 25 662 468 591 SUITE 57, GROUND FLOOR, 50 ST GEORGES TCE, PERTH, WA 6000, AUSTRALIA <a href="https://cosmetique.au">https://cosmetique.au</a>
<b>Promotional Period</b>	Start Date: 13 September 2023 End Date: Luxe Filler runs out
<b>Offer</b>	Unlock the ultimate beauty experience at our Bowen Hills Clinic. Book any premium or ultra-premium filler, and we will offer you a complimentary Luxe Filler upgrade valued at \$499!
<b>Relevant States</b>	QLD
<b>Participation Procedure</b>	To participate and be eligible: <ol style="list-style-type: none"> <li>1. Entrants must, during the Promotional Period attend an appointment and receive Ultra-Premium or Luxe Fillers to receive the complementary upgrade. Offer valid only at Cosmetique Bowen Hills clinic QLD. An Entrant may only participate once in this Promotion. Offer is not transferable. Offer is not redeemable for cash. Offer is valid until stock runs out.</li> <li>2. Entrants must be 18 years or older at the time of attending the Appointment;</li> <li>3. Entrants must notify the Promoter that they wish to receive the benefit of this Offer;</li> <li>4. Entrants must comply with any additional terms and conditions applicable to the Appointment or Offer; and</li> <li>5. Entrants will be required to provide all mandatory information which may include, but is not limited to, the Entrant's full name, residential address, age, date of birth, title, gender, email address, contact telephone number and proof of identification, including a copy of the Entrant's driver's licence.</li> <li>6. This offer is not redeemable for cash or any other treatments</li> <li>7. This offer can only be used for the patient receiving treatment and not transferred to another person</li> </ol>

<b>Eligibility Conditions</b>	An Entrant may only participate once in this Promotion. Offer is not transferable. Offer is only valid at Cosmetique Bowen Hills location until stock runs out. Offer is not redeemable for cash.
<b>Selection Criteria</b>	Chance plays no part in determining an Entrant's eligibility to receive the benefit of this Promotion.  The eligibility of an Entrant will be assessed according to the terms of this Promotion.
<b>Privacy Policy</b>	Please see Cosmetique website for Privacy Policy

#### Terms & Conditions

1. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. Any capitalised terms used in these Terms & Conditions have the meaning given in the Schedule, except where stated otherwise.

#### Eligibility & Entry

3. Entry is open to residents of the Relevant States aged eighteen (18) years or over (**Entrants**). Employees, immediate family members, retailers, suppliers, associated companies and agencies related to the Promoter are not eligible to enter in the Promotion.
4. To enter the Promotion, Entrants must complete the Participation Procedure during the Promotional Period. Entries may only be submitted in accordance with the Participation Procedure and will not be accepted by the Promoter in any other form.
5. Entrants may only enter the Promotion once.
6. Entries must be received by the Promoter at one of the Promoter's clinics during the Promotion Period.
7. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms & Conditions as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during completion of the Entrant's completion of the Participation Procedure.
8. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### Offer

9. The Offer is specified in the Schedule. **THE OFFER IS NOT REDEEMABLE FOR CASH.**
10. If any Offer is unavailable and the Promoter has used all reasonable efforts to arrange the Offer, the Promoter may, in its absolute discretion, reserve the right to substitute the Offer with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
11. Where the Offer involves dangerous activity, the winning Entrant acknowledges the inherent risk in such activity and further acknowledges that use of the Offer may result in injury or death. The winning Entrant participates in the activity at their own risk. In claiming and making use of an Offer which involves dangerous activity, the winning Entrant (and any companion(s)) must sign any legal documentation as and in the form reasonably required by the Promoter, including but not limited to a legal waiver and release form.
12. The Promoter may in their absolute discretion reserve the right to refuse to allow the Entrant to take part in any or all aspects of the Offer if they reasonably believe the Entrant represents a safety risk or for any other reason.

## General

13. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Schedule) for more information about how the Promoter collects, stores, uses and discloses personal information, including details about overseas disclosure, access, correction, how Entrants can make a privacy-related complaint and the Promoter's complaint-handling process. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause 13 and the Promoter's Privacy Policy.
14. **Non-Excludable Guarantees:** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
15. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms & Conditions for any consequential loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
16. **Liability:** Except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to an Entrant for, and the Entrant waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
- (a) any act or omission of an Entrant;
  - (b) any breach of these Terms & Conditions by the Entrant;
  - (c) any personal injury or death or property loss or damage;
  - (d) claiming the Promotion; or
  - (e) any tax liability incurred by a winning Entrant,
- except to the extent such liability was caused or contributed to by the Promoter's negligent act or negligent omission.
17. **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
18. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of our site, or the information on our site, or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any

breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

19. **Currency:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
20. **Amendments:** These Terms and Conditions may be amended or replaced from time to time if required by any regulatory authority.
21. **Jurisdiction:** These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.
22. **Representations:** The Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions. 23. **Last updated:** 27 July 2023