

“PUREVISION BAUSCH SWITCH” PROGRAMME

TERMS AND CONDITIONS

1. **Programme:** Bausch & Lomb – “Bausch Switch”
2. **Promoter:** Bausch & Lomb (Australia) Pty Ltd ABN 88 000 222 408, Level 2, 12 Help Street Chatswood NSW 2067 Australia. Ph: 1800 251 150
3. **Promotional Period**

Start date: 13/04/20 at 08:00 am AEST
End date: 31/03/21 at 11:59 pm AEDT
4. **Participating Retailers:** The promotion is exclusive to optometry practices in Australia and to Clearly.com.au and OPSM.com.au. **Purchases from other internet retailers are not eligible for the Gift.**
5. **Gift Card:** A \$30 Coles Group & Myer Gift Card gift card for purchasing **Eligible Product.**
6. **Gift Card Eligibility** mandatory criteria:
 - a) **PureVision Purchase Confirmation:** a proof of purchase of PureVision dated between January 2019 and the promotional period OR a written confirmation from the optometrist that the Claimant was a PureVision user in the past (including a full name of an optometry practice, name of optometrist and name of the Claimant)
 - b) **Eligible Products Purchase Confirmation:** a proof of purchase of 2 packs of Bausch and Lomb PureVision 2 HD, PureVision 2 HD for Astigmatism, PureVision 2 HD Multifocal or Ultra, Ultra Toric and Ultra for Astigmatism within the **Promotional Period**
7. **How to Claim:**
To claim a **Gift Card**, the claimant must provide the following **Confirmations**:
 - a) **PureVision Purchase Confirmation** (as described in the **Gift Card Eligibility Criteria**)
 - b) **Eligible Products Purchase Confirmation** (as described in the **Gift Card Eligibility Criteria**)
 - c) Complete the following steps within 30 days from purchasing **Eligible Products** date: visit www.bauschswitch.com.au, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address, mobile number, State/Territory and post code) and scanned copies or photos of the aforementioned **Confirmations**.
7. The **Promoter** has the right to invalidate the claimant's claim and the claimant's right to a **Gift Card** if these **Confirmations** are not provided with the claim. Purchase receipt(s) must clearly specify: (a) the store of purchase as a **Participating Retailer**; (b) the required product/s or service/s to be purchased for entry; and (c) that the **Eligible Products** purchase

was made during the **Promotional Period** and prior to entry. If the **Promoter** invalidates a claim and forfeits the claimant's right to a **Gift Card**, the **Promoter** may require a gift already awarded to be returned to the **Promoter**.

8. Entry is only open to Australian residents who are 18 years and over.
8. **Claims permitted:** Only one (1) eligible claim per person will be accepted; **2 Confirmations** within one claim are mandatory (**PureVision 1** and **Eligible Product**); claims with quantity of **Eligible Product** below the minimum purchase quantity will not be accepted.
9. **Gift Description:** The gift is a Coles Group & Myer Gift Card
10. **Value (per gift card):** AUD\$30.00
11. **Participating Method:** Gift with Purchase
12. **Gift Conditions:** This gift card is not redeemable for cash or any other prize and is not transferable.
13. The **Gift** will be delivered to the claimant by post.
14. Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.
15. **Gift** must be claimed within 30 days from **Eligible Products** purchase date, based on the invoice submitted. **Gift Card** is not transferrable or exchangeable & cannot be taken as cash. **Gift** can only be redeemed via www.bauschswitch.com.au. Allow up to 60 days for processing and delivery
16. This offer cannot be combined with any other offer, discount or rebate.
17. Coles Group & Myer Gift Card: Conditions and exclusions apply. For full Terms of Use visit giftcards.com.au or phone 1300 304 990.
18. Full T&Cs available at www.bauschswitch.com.au, for enquiries, please email: promotions@bausch.com

GO TO WWW.BAUSCHSWICTH.COM.AU TO REDEEEM YOUR GIFT CARD!

ALWAYS READ THE LABEL. FOLLOW THE DIRECTIONS OF USE.

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1. The claimant agrees and acknowledges that they have read these Conditions of Claim (and Schedule) and that claiming a gift in the 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. Offer not valid in conjunction with any other offer.

2. The Promotion commences on the Start Date and ends on the End Date ("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. Employees (and the immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to claim. "Immediate family member" 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.

6. If original purchase was to be returned, gift must also be returned.

7. Each gift 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. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.

8. If a gift is provided to the Promoter by a third party, the gift is subject to the terms and conditions of the third party gift supplier and the provision of the gift is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the gift at the time it is issued to the claimant 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 gift, any delay or failure relating to the gift itself or failure by the third party to meet any of its obligations in these Conditions of Claim or otherwise.

9. 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).

10. 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 entries, or suspend or modify a gift.

11. 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 claimant cannot provide suitable proof as required by the Promoter to validate their entry, the claimant will forfeit the gift 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 claim a gift. 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 claim a gift. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically claim repeatedly is prohibited and may render all claims submitted by that individual invalid.

12. 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.

13. 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 or willful misconduct) in connection with this Promotion or accepting or using any gift (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).

14. 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.

15. 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 gift or acceptance of the gift.

16. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

17. Any terms and conditions relating to this promotional activity shall be governed by and construed in accordance with the laws of the New South Wales, Australia, without regard to its conflict of laws provisions, and All disputes relating to this promotion activity shall be heard only in courts located in the New South Wales

18. Coles Group is not the promoter of this promotion, all queries will need to be direct to (Bausch & Lomb) ABN (88 000 222 408), (Level 2, 12 Help Street Chatswood NSW 2067. Ph: 1800 251 150), email: promotions@bausch.com

Privacy Statement: At Bausch & Lomb we comply with the Australian Privacy Principles. For more information on our privacy policy, please visit <http://www.bausch.com.au/en-au/reference/privacy-policy/>.

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