

Competition Terms and Conditions

Competition Schedule

PART A

1. **Competition Name:** Eurax Cashback Promotion 2026
2. **Promoter:** NP Brands Pty Ltd (ACN 051 956 346) (**Promoter**) of 120 Woodlands Drive, Braeside VIC 3195 (**Head Office**). Contact details available at: cashback.eurax.com.au (**Website**).
3. **Territories:** Australia-wide.
4. **Competition Period:** Competition commences 12:00AM, 01 October 2026 and ends at 11:59PM, 18 December 2026 (AEDT).
5. **Entry Requirements:** Entrants must be aged 18 years or over, reside in Australia, and purchase any participating Eurax Cream (20g) from an Australian pharmacy retailer (online or in-store) or Amazon during the Competition Period.

Entrants must then complete the online entry form at cashback.eurax.com.au and provide the following information: first name, last name, residential address, email address, phone number, and nominated bank account details.

Entrants must also upload a valid copy of their purchase receipt. Claims will be validated by the Promoter by reviewing the uploaded receipt to ensure it meets the eligibility criteria.

6. **Cashback:** By participating in this competition, an Entrant may claim a cashback as a cashback amount. Cashback payments will be made via bank transfer to the nominated account provided by the entrant.

Once a claim has been reviewed and approved, payment will be processed within 28 business days of validation.

The Cashback amount must be taken as stated and is not transferable to another person, unless agreed to in writing by the Promoter. The Cashback amount is not exchangeable for other goods or services from the Promoter. Any additional expense incurred as a result of winning this cashback amount is the responsibility of the successful entrant.

7. **Cashback Cap:** The cashback amount shall be \$5.00 AUD per valid claim. A maximum of one claim is permitted per person, per household, and per receipt for the entire Competition Period.

The total promotional budget is capped at \$2500.00 AUD and is limited to the first 500 valid claims received.

Claims will close when the promotional budget is exhausted or at the end of the promotional period, whichever occurs first.

8. **Publication of successful entrants:** successful entrants will be personally notified by email within 7 days of their claim being approved. Successful entrants may also be announced online at the Promoter's Website within twenty-eight (28) days of the competition end date.
9. **Entrant eligibility:** To be eligible to win, the Entrant's details provided to us must contain correct and accurate information. Employees of the Promoter, immediate family members of employees of the Promoter are not eligible to win. Wholesalers and distributors of Eurax products are also not eligible to participate.
10. **Cashback amount Delivery:** Cashback amounts will be delivered to the successful entrants to their nominated address or email address (at the Promoter's discretion) within twenty-eight (28) business days of the competition end date. The Cashback amount will be delivered to the successful entrant by bank transfer to their nominated bank account. The Promoter will pay for the delivery of the Cashback amount to the successful entrant's nominated address. However, the successful entrant is responsible for any other costs

associated its receipt of the Cashback amount, including any taxes or transfer duties or costs.

11. **Force Majeure:** The Promoter shall not be liable for any failure or delay in delivering the Cashback amount within the specified timeframe due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government restrictions, industrial disputes, supply chain disruptions, transportation delays, or any failure or delay caused by third-party Supplier(s) ("**Cashback Force Majeure Event**").

In the event of a Cashback Force Majeure Event, the Promoter will use all reasonable efforts to arrange for the delivery of the cashback amount as soon as practicable. The successful entrant will be notified of any expected delays and, where possible, offered an alternative cashback amount of equal or greater value, subject to availability and at the Promoter's sole discretion.

PART B

1. Information on how to enter and information provided in Part A form part of these Terms and Conditions and by entering into this Competition, each Entrant is deemed to have accepted and understood these Terms and Conditions. The Entrant agrees that these Terms and Conditions constitute all of the Terms and Conditions between the Entrant and the Promoter governing this Competition.

Participation

2. To enter, Entrants must meet all of the Entry Requirements to enter the Competition as set out in the Schedule. The Entrant warrants and represents to the Promoter that it meets all of the Entry Requirements.
3. Entry is open to residents of the Territories.
4. The Competition will be open during the Competition Period. All eligible entries must be received by the Promoter during this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.

Cashback amounts

5. Cashback amounts are provided on an "as is" basis and the Promoter will not make any modifications to the Cashback amounts at the successful entrant's request.
6. The Promoter will not be liable for any delivery of cashback amounts to a wrong address or account due to any error by the successful entrant.
7. If the successful entrant claims a cashback amount but is found to be ineligible or if the successful entrant does not provide valid delivery details within the time frame specified by the Promoter, the successful entrant forfeits the Cashback amount. Any unclaimed promotional budget remaining at the conclusion of the Competition Period will be retained by the Promoter.
8. The Promoter will not be liable for providing a replacement cashback amount for any cashback amounts that are not received by the successful entrant due to being lost in transit, stolen or due to any failure to accept delivery by the successful entrant or due to any error in details provided by the successful entrant.
9. As a condition of entering this Competition, Entrants agree to provide personal information to the Promoter. Personal information collected during the course of this Competition will be dealt with in accordance with the Promoter's Privacy Policy, located at the Promoter's Website. Personal information submitted may be provided to third parties for the purpose of administering this Competition and distributing the cashback amounts, including to agents, contractors and cashback amount suppliers. The Promoter may also use this personal information to contact you regarding, marketing, offers or Competitions from time to time.

10. As a condition of entry, each Entrant agrees that the Promoter may use their name (either in full or in part), for an unlimited period of time and the successful entrant will not be entitled to any fee for such use.

Intellectual property

11. By uploading, publishing, transmitting or making available any data, content or other material in connection with this Competition (**Entrant Content**), the Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content
12. The Entrant warrants and represents that:
 - (a) it holds all the intellectual property rights to the Entrant Content;
 - (b) it has the authority and licence to upload, make available and licence the Entrant Content to the Promoter; and
 - (c) the Promoter's use of the content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party.
13. The Entrant agrees that they are solely liable for the Entrant Content and that, to the fullest extent of the law, the Promoter shall not be liable in any way for such Entrant Content.

Reservation of rights

14. The Promoter reserves the right to request each successful entrant to provide proof of identity or proof of residency at the address specified in their submission in order to claim a cashback amount. Proof of identification and residency is at the absolute discretion of the Promoter. In the event that a successful entrant cannot provide suitable proof, the successful entrant will forfeit the cashback amount and no substitute will be offered.
15. The Promoter may, in its absolute discretion, modify or cancel the Competition and may administer this Competition in the manner that it considers appropriate in accordance with Australian law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition.
16. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:
 - (a) breached any of these Terms and Conditions;
 - (b) tampered with the entry process or the Competition;
 - (c) engaged in any unlawful conduct;
 - (d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of the Promoter.

Social Media Platforms

17. The Competition is in no way sponsored, endorsed or administered by, or associated with www.instagram.com and its related mobile application, or any other social media platforms (Social Media Platform(s)).
18. The Entrant agrees that it releases the Social Media Platforms from any and all liability to the Entrant arising out of or in connection with the Competition.
19. The Entrant must not:

- (a) harass or bully any other person, use offensive language, use language that defames the Promoter, or use language that negatively impacts or intends to negatively impact the reputation of the Promoter;
- (b) use electronic programs, bots or similar technology to automatically submit entries;
- (c) use multiple Social Media Platform accounts to enter the Competition; or
- (d) tag other accounts owned or controlled by the Entrant to enter the Competition and agrees that it will only tag genuine friends or family in their entry,

and the Promoter reserves the right to disqualify any Entrant or Entry that breaches these terms and remove any such entries from the Competition.

Exclusion of liability

- 20. The Promoter will not be liable for any late, lost or misdirected entries including due to technical disruptions, delayed or misplaced postage, network congestion or for any other reason. To the maximum extent permitted by law, the Promoter will not accept any liability for any error, omission or failure to administer this Competition.
- 21. Except for any liability that cannot be excluded by law, all Entrants release, and indemnify and hold harmless the Promoter (including its officers, employees, agents and contractors), from and against, all liability (including negligence), actions, claims, costs, losses or expenses arising out of or in connection with: any act, omission, negligence, fraud, wilful misconduct or breach of these Terms and Conditions by the Entrant, its nominees or agents and the Entrant or successful entrant's acceptance of, use of or attempted use of any cashback amount(s) and participation in the Competition, including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
- 22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and contractors) excludes all liability (including negligence), for any personal injury, or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following:
 - (a) inaccurate or incorrect transcription of entry information;
 - (b) any technical difficulties or equipment malfunction, malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software (whether or not under Promoter's control);
 - (c) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
 - (d) any theft, unauthorised access or third party interference;
 - (e) electronic or human error which may occur in the administration of the Competition;
 - (f) any variation in the cashback amount value as stated in the Schedule;
 - (g) any tax liability incurred by a successful entrant or Entrant;
 - (h) redemption or use of a cashback amount; and
 - (i) any act or omission, deliberate or negligent, by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a successful entrant and, where applicable, to any family/persons accompanying a successful entrant.
- 23. To the maximum extent permitted by law, the Promoter's total aggregate liability to the Entrant under or in any way connected with these Terms and Conditions and the Competition, or the performance or non-performance of these Terms and Conditions is limited to an amount equal to any amounts paid by the Entrant to the Promoter in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.

General

24. These Terms and Conditions are governed by and will be construed under the laws of Victoria and the parties agree to submit to the exclusive jurisdiction of the courts of Victoria and its appellate courts.
25. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. Capitalised terms used throughout these Terms and Conditions are defined in the Schedule unless specified otherwise.
27. **Force majeure:** In this clause, Force Majeure Event means a circumstance beyond the reasonable control of a party and which results in the party being unable to observe or perform on time an obligation under this Agreement, including but not limited to: acts of God, earthquakes, lightning strikes, floods, droughts, storms, tempests, mud/land slides, explosions, fires, pandemic, any natural disaster, acts of war, terrorism, civil commotion, malicious damage, riots and revolution.

If by reason of any Force Majeure Event, the Promoter is unable to perform in whole or in part any obligation under this Agreement then:

- (a) The Promoter will notify the Entrant / successful entrant of the Force Majeure Event in writing as soon as reasonably practicable;
- (b) Provided that the Promoter provided such notice, the Promoter is relieved of that obligation under this Agreement to the extent and for the period that it is unable to perform such obligation;
- (c) The Promoter must provide notice to the Entrant / successful entrant, and resume its performance of its obligations as soon as it is reasonably able to do so unless otherwise agreed in writing; and
- (d) The Promoter will not be liable to the Entrant / successful entrant to this Agreement for failure to perform such obligation to the extent and for the period of non-performance contemplated by this clause.