**“WIN $3000 TOWARDS YOUR WEDDING” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, participating stores and agencies associated with this promotion are ineligible to enter. Immediate family 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.
5. Entries into the promotion open on 01/10/2023 and close at 11:59pm AEDST on 25/11/2023 (“**Promotional Period**”).
6. To be eligible to enter, individuals must purchase, any participating Rest&Quiet Calm Formula product (“**Eligible Product**”) from a participating store in Australia or New Zealand during the Promotional Period (“**Qualifying Transaction**”). Eligible Products include:

* Rest&Quiet Calm Formula Spray 25 mL
* Rest&Quiet Calm Formula Drops 15 mL
* Rest&Quiet Calm Pastilles Mixed Berry 50 g
* Rest&Quiet Calm Pastilles Orange 50 g

1. To enter, individuals must then scan the QR code on the product or visit https://www.restandquiet.com.au/bridal-stress-relief/, follow the prompts to the promotion entry page, input the requested details including first and last name, email address, postal address, upload an image of their purchase receipt, and submit the fully completed entry form during the Promotional Period.
2. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per QualifyingTransaction regardless of the number of Eligible Products purchased in that transaction in excess of one (1); and (b) each entry must be submitted separately and in accordance with entry requirements.
3. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
4. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
5. Incomplete or indecipherable entries will be deemed invalid.
6. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
7. There will be eight (8) weekly draws (each a “**Weekly Draw**”) and one (1) major Draw **(“Major Draw**”) conducted for this promotion. Entries open at 12:00am and close at 11:59pm for each draw on the dates specified in the table below. All draws will take place at 11:00am at Martin & Pleasance, 7 Rocklea Drive, Port Melbourne 3207 VIC on the dates specified in the table below. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. All times indicated are AEDST unless specified otherwise. **Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draws but will be entered into the Major Prize Draw.** Winners will be notified in writing within seven (7) days of the relevant draw and published online at <https://www.restandquiet.com.au/bridal-stress-relief> **on** the dates specified in the table below.

| **Draw** | **Entries Open** | **Entries close** | **Draw date/time** | **Publication date** |
| --- | --- | --- | --- | --- |
| Weekly Draw 1 | 01/10/2023 | 07/10/2023 | 09/10/2023 | 09/10/2023 |
| Weekly Draw 2 | 08/10/2023 | 14/10/2023 | 16/10/2023 | 16/10/2023 |
| Weekly Draw 3 | 15/10/2023 | 21/10/2023 | 23/10/2023 | 23/10/2023 |
| Weekly Draw 4 | 22/10/2023 | 28/10/2023 | 30/10/2023 | 30/10/2023 |
| Weekly Draw 5 | 29/10/2023 | 04/11/2023 | 06/11/2023 | 06/11/2023 |
| Weekly Draw 6 | 05/11/2023 | 11/11/2023 | 13/11/2023 | 13/11/2023 |
| Weekly Draw 7 | 12/11/2023 | 18/11/2023 | 20/11/2023 | 20/11/2023 |
| Weekly Draw 8 | 19/11/2023 | 25/11/2023 | 27/11/2023 | 27/11/2023 |
| Major Draw | 01/10/2023 | 25/11/2023 | 27/11/2023 | 27/11/2023 |

1. The Promoter’s decision is final and no correspondence will be entered into.
2. The first valid entry drawn in each Weekly Draw will each win each winner will win a $500 VISA gift voucher.
3. The first three (3) valid entries drawn in the Major Draw will each win up to $3,000 towards a wedding vendor of their choice. The Promoter will liaise with each winner to determine the wedding vendor in which the winner would like to redeem their prize. Each winner can only choose one (1) wedding vendor. In the event the full amount is not used, the remaining balance will be forfeited. Each vendor must be a wedding vendor. Each prize must be redeemed within 12months of the draw date.
4. Any ancillary costs associated with redeeming the VISA gift voucher are not included. Any unused balance of the VISA gift voucher will not be awarded as cash. Redemption of the VISA gift voucher is subject to any terms and conditions of the issuer including those specified on the VISA gift voucher.
5. If a winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner’s behalf.
6. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or part of a prize) at/by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited.
7. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
8. Total prize pool value is up to $13,000.
9. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
10. A draw for any unclaimed prizes may take place on 15/01/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and their names will be published online at <https://www.restandquiet.com.au/bridal-stress-relief> on. 15/01/2024.
11. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
12. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
13. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.
14. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
15. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 promotion.
16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
17. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://www.martinandpleasance.com/terms-conditions/.  In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
18. The Promoter is Martin & Pleasance (ABN 67 097 455 314) of 7 Rocklea Drive, Port Melbourne 3207 VIC, telephone 03 9427 7422 (“Promoter”).

NSW Authority No. TP/0285. ACT Permit No. TP23/01541. SA Permit No. T23/1190