

Terms and Conditions

1. Instructions and information on how to claim the gifts and any other information featured on promotional material form part of these Terms and Conditions. Participation in this “MOOGOO \$15 CASH BACK” PROMOTION (“**Promotion**”) is deemed acceptance of these Terms and Conditions. This offer is not valid in conjunction with any other offer. Nothing in these conditions 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).
2. Participation in this Promotion is only open to Australian residents. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant 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 submitting a claim in this Promotion.
3. Employees (and their immediate families) of the Promoter, participating stores, and agencies associated with this Promotion are ineligible to claim. 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 first cousin.
4. This Promotion will only be conducted in participating bricks and mortar stores that display promotional material advertising this offer in their store (each a “**Participating Store**”). Promotion commences 12.01am AEDT on 1/7/2021 and ends at 11:59pm AEDT on 30/9/2021 (“**Promotional Period**”).
5. To be eligible to claim, individuals must purchase three (3) MooGoo products from the 3-Step Routine, with one (1) product from each category: Clean, Apply, and Maintain, listed below (“**Participating Products**”) from a Participating Store during the Promotional Period (“**Qualifying Transaction**”).

Participating Products in the Promotion are:

- CLEAN:
 - Milk Wash 500ml
 - Milk Wash 1L
 - Ultra Gentle Cleanser 500ml
 - Ultra Gentle Cleanser with Ceramides 500ml
- APPLY:
 - Eczema & Psoriasis Cream Original 120g
 - Eczema & Psoriasis Cream Original 200g
 - Eczema & Psoriasis Cream Marshmallow 120g
 - Eczema & Psoriasis Cream Marshmallow 200g
- MAINTAIN
 - Soothing MSM Moisturiser 120g
 - Soothing MSM Moisturiser 200g
 - Soothing MSM Moisturiser 500g

6. A Qualifying Transaction shall be each transaction for the purchase of three (3) or more Participating Products. For the avoidance of doubt, in the event that a Claimant purchases more than three (3) Participating Products in any one (1) transaction, this shall still be only one (1) Qualifying Transaction.
7. To claim, claimants (“**Claimants**”) must visit www.moogoo.com.au/cashback and follow the prompts to the promotion claim page, input the requested details (including name, email address, mailing address, mobile number, date of purchase, store of purchase and products purchased), upload a copy of the purchase receipt for the Qualifying Transaction. All fully completed claims must be **submitted by 11:59pm AEDT on 30/9/2021 (“Claim Period”)**.
8. The Promoter reserves the right, at any time, to verify the validity of claims and Claimant’s (including a Claimant’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 claim 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 sole and absolute 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.
9. Incomplete or indecipherable claims will be deemed invalid. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible or misdirected claims, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over internet connectivity, telecommunications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
10. Only one (1) claim per household is permitted.
11. Only one (1) claim per Qualifying Transaction is permitted.
12. Claimants must retain their original purchase receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the sole and absolute discretion of the Promoter, result in invalidation of a Claimant’s claim and forfeiture of any right to a reward. Purchase receipt must clearly specify the store of purchase, the products purchased, and that the purchase was made during the Promotional Period but prior to claiming.
13. If there is a dispute as to the identity of a Claimant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the claimant.
14. Any decision of the Promoter is final and binding, and no correspondence will be entered into.

15. Every valid claim received during the Claim Period will be awarded a \$15 cashback in the form of a Digital Visa Card. The Cash Back will be awarded within ten (10) business days of the claim being processed and verified by the Promoter. If the claim is deemed valid the Eligible Claimant will receive notification of approval via email and SMS. The Cashback will then be delivered to the Eligible Claimant's email address and mobile phone number nominated on the online submission. Claimants must follow the prompts to activate the Digital Visa Gift Card by the specified dates. The Promoter will not be responsible or liable for any Cashback sent to an incorrect mobile number or email address due to incorrect details being provided by a Claimant.
17. If for any reason a claimant does not claim a Cash Back at/by the time stipulated by the Promoter, then the Cash Back will be forfeited.
18. Cashbacks are not transferable or exchangeable.
19. 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 Cash Back or acceptance of the Cash Back. Any ancillary costs associated with redeeming the Digital Visa Card are not included. Any unused balance of the Digital Visa Card will be forfeited. The Digital Gift Cards are issued by Flexewallet Pty Ltd (ABN 16 164 657 032) at the request of request of iGoDirect Group Pty Ltd CAN 110 897 320. The Digital Visa Card must be activated and spent by the specific dates. To read the full Digital Gift Card Terms & Conditions visit <https://truerewards.com.au/visa-gift-card-terms>
20. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful Claimant (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.
21. 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 Claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website and/or making the claim is the Claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a Claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that Claimant invalid.
23. 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 (“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 offer.

24. 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 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) taking and/or use of a gift.
25. 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 moogoo.com.au/faqs. 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 claimant. The Privacy Policy also contains information about how Claimants may opt out, access, update or correct their PI, how Claimants 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 Claimant’s PI to any entity outside of Australia
26. The Promoter is MooGoo Skin Care Pty Ltd (ABN 73 124 487 805) of 56 Dover Drive, Burleigh Heads, QLD 4220.