

## **Ultraceuticals 2023 RVR90™ Program Terms and Conditions**

- (a) **Sponsor:** This contest is sponsored and conducted by Ultraceuticals Pty Ltd ABN 55 080 758 201 (**Ultraceuticals** or **Us, We**).
- (b) **The rules:** By entering this contest, you accept these terms and conditions and agree to be bound by them. The contest and these terms and conditions are subject to all applicable laws and regulations and codes of conduct and are void where prohibited or restricted by law.
- (c) **Who can enter:** This contest is open only to individuals who:
- (1) are legal or permanent residents of Australia or New Zealand;
  - (2) are at least eighteen (18) years of age and have reached the age of majority in their country, state or territory of residence at the time of entry; and
  - (3) own or are employed in a clinic or salon that is an Ultraceuticals approved stockist of Ultraceuticals products located in Australia or New Zealand which is not in arrears on their account with Ultraceuticals at the time at which the entry is made and have one or more clients who are participating in the Ultraceuticals 2023 RVR90™ Program.

Persons who are directors, officers, agents or employees of Ultraceuticals (or their respective advertising and promotional agencies) or members of their respective immediate families or persons living in the same household are not eligible to enter.

- (d) **Time period for the contest:** the contest will commence 9:00am (AEST) 1 July 2023 and ends at 11:59pm (AEST) 31 October 2023 or such earlier time nominated by Ultraceuticals at its discretion.
- (e) **How often can you enter:** you can enter as many times as you like during the competition period. Each entry must be for a different client that has completed an RVR90™ Skin Journey.
- (f) **How do you enter:**
- (1) Entries can be submitted via the Ultraceuticals 2023 RVR90™ Program Digital Platform. You, as the therapist, submit an entry form detailing your client who is participating in an RVR90™ Skin Journey from July 2023.
  - (2) You submit entries by completing all required information on the digital entry form, including specifying the Ultraceuticals products and any treatments used by the client during their participation in their RVR90™ Skin Journey from July 2023.
    - (A) Entries must adhere to the entry standards to be eligible for judging:
      - i. Homecare recommendation must demonstrate a progressive homecare journey. Only one corrective serum to be introduced each month with the correct recommended progression in strength.
      - ii. All participating guests must use the Ultraceuticals Ultra Rejuvenating Night Hand Complex nightly and Ultraceuticals sun protection daily on the hands while on the 2023 RVR90™ Program.
      - iii. Performance Treatment journeys must demonstrate customisation and progression where applicable for the guest's skin response.

- iv. Only Ultraceuticals products can be used for both guest homecare and in salon/clinic treatments. UltraMD / Ultimate products cannot be used on the hands during the 2023 RVR90™ Program.
  - v. You must submit high resolution photos taken by you in accordance with the Ultraceutical Photo Guidelines that shows your clients hand, fingers and/or wrists at the start (baseline) of their RVR90™ Skin Journey, and at day 30 of their RVR90™ Skin Journey ('after' photos – of clients same hand, fingers and/or wrists as submitted in baseline photos), and at day 90 of their RVR90™ Skin Journey ('after' photos – of clients same hand, fingers and/or wrists as submitted in baseline photos) demonstrating the progress and improvement in the client's skin that has been achieved by using only Ultraceuticals products during treatment services and as part of an Ultraceuticals homecare program;
- (B) Photos must not be retouched, altered, filtered, or photoshopped or otherwise tampered with before or after being taken;
  - (C) The client pictured must not have undergone any cosmetic procedures (including injectable fillers, Botox or similar) on their hands, fingers and/or wrists during the course of their RVR90™ Skin Journey.
  - (D) You and your client consent to the terms and conditions of the competition and complete the consent form for the Ultraceuticals 2023 RVR90™ Program, along with the completed entry form; and
  - (E) Submit the completed digital entry form via the Ultraceuticals 2023 RVR90™ Program Digital Platform.

Entries must be received by 11:59pm (AEST) 30 November 2023.

By submitting the entry, you warrant that your entry complies with these terms and conditions, and in particular that you own the copyright of the photo, that it had not been retouched, and that your client has consented to the terms and conditions of this contest and signed the consent form.

(g) **When will Ultraceuticals not accept an entry:**

- (1) Only entries that are submitted during the competition period via the 2023 RVR90™ Program Digital Platform of these terms will be eligible. Ultraceuticals is not responsible for any lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind with entry submission whether mechanical, human or electronic.
- (2) We can refuse to accept or disqualify entries if:
  - (A) Entry includes inappropriate, offensive or otherwise derogatory language or information, or which we consider violates these terms and conditions, infringes, misappropriates or violates any rights of a third party including copyright or other intellectual property rights, confidentiality or any right of privacy or

publicity, or is otherwise inappropriate for inclusion in the contest;

- (B) The entry does not meet the competition terms and conditions, or is incomplete or incomprehensible (for instance, it only shows an 'after' photo or does not identify which Ultraceuticals products or services were used);
- (C) We suspect or have been informed that the client shown in the photograph has not consented to their image being used in the contest, or that you do not otherwise have the right to use their image, or is otherwise deemed by us, in our sole and absolute discretion, to be offensive or inappropriate or inconsistent with the spirit or theme of the contest or with the Ultraceuticals brand.

(h) **How many winners are there:** There are two time frames which can be entered. Time frame 1 is '30 days' and time frame 2 is '90 days'. Under each time frame there are two broad categories in the competition. Category 1 is 'Ultraceuticals Skincare and Treatments Only' and category 2 is 'Ultraceuticals Skincare and Treatments with Modalities'.

(i) For the '30 days' time frame there will be 2 winners (salon, therapist, and client) awarded. The winners will be split across the two categories: 1 winner (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments Only' and 1 winner (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments with Modalities'. For the '30 days' time frame there will also be 2 finalists (salon, therapist, and client) awarded. The finalists will be split across the two categories: 1 finalist (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments Only' and 1 finalist (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments with Modalities'.

For the '90 days' time frame there will be 2 winners (salon, therapist, and client) awarded. The winners will be split across the two categories: 1 winner (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments Only' and 1 winner (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments with Modalities'. For the '90 days' time frame there will be 4 finalists (salon, therapist, and client) awarded. The finalists will be split across the two categories: 2 finalists (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments Only' and 2 finalists (salon, therapist, and client) for 'Ultraceuticals Skincare and Treatments with Modalities'.

**How will the winning entry be chosen:** Ultraceuticals will review the entries on the basis of whether the entries are eligible, and from the complying entries, will choose the winning entries and finalists in each category on the basis of the best skin transformation results achieved by a client through the RVR90™ skin journey, as assessed and determined by internal Ultraceuticals judges. This is a contest of skill, and chance plays no part in determining the winner or finalists. Ultraceuticals decision about entry eligibility, compliance with these terms and conditions, and the selection of finalist and winning entries, is final.

**What does a finalist win:** Each therapist who is a finalist for the '30 days' time frame will win a \$150 Visa gift card which will be subject to the terms and conditions of such card, a trophy and framed certificate. Each salon who is a finalist for the '30 days' time frame will win a trophy and framed certificate. Each client identified as a finalist for the '30 days' time frame will receive \$150 RRP worth of Ultraceuticals products to continue their skincare journey with Ultraceuticals. Ultraceuticals will send the client's salon the products to give to the client.

Each therapist who is a finalist for the '90 days' time frame will receive a \$300 Visa gift card which will be subject to the terms and conditions of such card, a trophy and framed certificate. Each salon who is a finalist in the '90 days' time frame will receive a trophy and framed certificate. Each client identified in a finalist for the '90

days' time frame will receive \$300 RRP worth of Ultraceuticals products to continue their skincare journey with Ultraceuticals. Ultraceuticals will send the client's salon the products to give to the client.

You must accept the prize as is, and it cannot be combined with any other Ultraceuticals contest or offer or redeemed for cash. No rain checks will be provided. No refund or compensation of any costs or expenses incurred by you, or your client, will be made and all expenses related to or incidental to receipt by you or your client of the prize, including taxes, will be your responsibility. If you are located in Australia, prizes will be awarded in Australian dollars. If you are located in New Zealand, prizes will be awarded in New Zealand dollars.

**What does a winning entry win:** Each therapist who is a winner for the '30 days' time frame will receive a \$250 Visa gift card which will be subject to the terms and conditions of such card, a trophy and framed certificate. Their entry will also be featured on Ultraceuticals social media (Instagram). Each salon who is a winner in the '30 days' time frame will receive a trophy and framed certificate, a RVR90 winner window decal valued at \$200. Their salon/clinic listing on the Ultraceuticals website will feature a 'RVR Winning Salon' dinkus. Each client identified as a winning entry for the '30 days' time frame will receive \$250 RRP worth of Ultraceuticals products to continue their skincare journey with Ultraceuticals. Ultraceuticals will send the client's salon the products to give to the client.

Each therapist who is a winner for the '90 days' time frame will receive a \$500 Visa gift card which will be subject to the terms and conditions of such card, a trophy and framed certificate. Their entry will also be featured on Ultraceuticals social media (Instagram), website, eDm, blog and included in the 2024 Before & After Booklet. Each salon who is a winner in the '90 days' time frame will receive a trophy and framed certificate, a RVR90 winner window decal valued at \$200. Their salon/clinic listing on the Ultraceuticals website will feature a 'RVR Winning Salon' dinkus. Each client identified in a winning entry for the '90 days' time frame will receive \$500 RRP worth of Ultraceuticals products to continue their skincare journey with Ultraceuticals. Ultraceuticals will send the client's salon the products to give to the client.

- (j) **When will the winners be notified:** The winners and runner ups will be announced and notified on or before 18<sup>th</sup> December 2023. If we notify you that you have won, and you do not contact us within 48 hours, you forfeit your prize, and an alternate winner or finalists (as applicable) may be selected. Winners and finalists must still be employed by the Salon/Clinic from which their entry was submitted when the winners and finalist's announcement is made on or before the 18<sup>th</sup> December 2023. If not, we reserve the right to choose another entry.
- (k) **What can Ultraceuticals use the entries for:** You agree that by submitting an entry to the contest you grant us a non-exclusive, worldwide, transferable, perpetual and irrevocable licence to use, copy and exploit the photographs you submitted for marketing and promotional purposes, including reproduction in social media, online, electronic, print, TV, cinematographic film and any other medium, for employee training and publicity purposes. You agree this licence continues indefinitely and you cannot revoke it. You also consent to us using the photographs together with other content (including other photographs, graphics, text), changing the colour and format and otherwise editing it so that we can use your entries for those purposes.
- (l) **Contacting you and privacy:** As a condition of entering the contest, you consent to us giving your name, address and other personally identifying information, and you also warrant that you have obtained your client's consent to disclosure of their image and skin treatment information, to us, and to third parties (including social media organisations) for the purpose of this contest, the uses set out in these terms and conditions and complying with applicable laws, regulations and codes.

We will use that personal information in accordance with our privacy policy <https://www.ultraceuticals.com/privacy-policy/>. Such third parties may use that information for their own purposes in accordance with their privacy policies and we do not have to ensure that they comply with Australian privacy requirements.

- (m) **Your rights:** Nothing in these rules is intended to exclude, restrict or modify any right which you may have under any law (including the Australian Consumer Law ('ACL'), any consumer guarantees relating to goods or services under the ACL and applicable New Zealand consumer legislation, including but not limited to the Consumer Guarantees Act 1993 and the Fair Trading Act 1986) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, to the maximum extent permitted by law, we (and Instagram) are not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the promotion or the prize. To the maximum extent permitted by law, any condition or warranty which would be implied by law into these terms and conditions is excluded. These terms and conditions are governed by and will be construed in accordance with the law of New South Wales, Australia.
- (n) **Questions:** If you have any questions about this contest, you can contact us on (Australia) 1800 355 890 or (New Zealand) 0800 445 684.
- (o) **COVID-19 restrictions:** In the event of COVID-19 restrictions arising which may prevent the promotion from running, Ultraceuticals reserves the right to cancel the promotion at our discretion. If COVID 19 restrictions result in portions for the prize needing to change, Ultraceuticals reserves the right to offer a prize of equal value as an alternative.