

'Face of Pharma Nord (UK) Ltd 2009' Competition Terms and Conditions

1. **INTRODUCTION**

- 1.1 The following terms and conditions apply for The **Face of Pharma Nord (UK) Ltd 2009** (the "Competition") and by submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by them.
- 1.2 These terms and conditions can be viewed online at www.multivits.co.uk/news ("the website") or you can write to receive a copy by post from Pharma Nord (UK) Ltd, Telford Court, Morpeth, Northumberland, NE61 2DB.

2. **PROMOTER**

The promoter is Pharma Nord (UK) Ltd (Registered Number 2278389) of Telford Court, Morpeth, Northumberland, NE61 2DB (the "Promoter").

3. **DURATION**

- 3.1 The competition will run between Monday 18th May 2009 and Monday 29th June 2009 inclusive.

4. **ELIGIBILITY**

- 4.1 Entry is available to permanent residents in the North East of England (Tyne and Wear, Northumberland, Durham, Teesside, Cleveland, Cumbria -east of Carlisle) aged 18 years or over.
- 4.2 Employees and the immediate families of the Promoter and its related bodies corporate are ineligible to enter. Employees and the immediate families of all associated sponsors and participating companies are also ineligible to enter.
- 4.3 Entrants warrant that they are entering this Competition in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.

5. **METHOD OF ENTRY**

- 5.1 To enter:
 - (a) Entrants can e-mail entries to dforbes@pharmanord.co.uk or post to Face of Pharma Nord 2009 Competition, Pharma Nord (UK) Ltd, Telford Court, Morpeth, Northumberland, NE61 2DB.
 - (b) To be eligible, a photograph of the entrant, taken within the last 6 months, must be received, along with a maximum of 250 words from the entrant explaining why they wish to be the Face of Pharma Nord 2009. Entrants must supply current contact details including address and telephone number(s).
 - (c) Unsuccessful entrants will not be notified of their exclusion from the competition.
 - (d) If the Promoter becomes aware that the same person has been selected as a Contestant more than once, the Promoter will cause another name to be drawn/selected in their place.
- 5.2 Incomplete, inaccurate, false or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content that may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
- 5.3 Any person who is discovered to have used or attempted to use more than one name in entering the Competition will be disqualified from participating in the Competition and/or redeeming a prize.
- 5.4 Unless otherwise stated in these terms and conditions, no person may enter this Competition more

than once and persons may not enter or participate in it on behalf of any third party.

- 5.5 All entrants acknowledge that the Promoter may rely on clauses 5.3 and 5.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.
- 5.6 Should an entrant's contact details change during the Competition period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

6. **DRAW**

- 6.1 The competition winner will be selected by a team of 3 judges (to be determined) against criteria including (but not limited to) the quality of the submitted photograph and written explanation, corporate fit and appropriate representation of the product.
- 6.2 The winner will be chosen within one week after 29th June 2009. Unsuccessful entrants will not be notified directly, but can check The Journal newspaper, contact Pharma Nord (UK) Ltd or visit www.multivits.co.uk.
- 6.3 There will be only one competition winner and the judges' decision is final.

7. **PRIZE(s)**

- 7.1 One year's supply of Q10 Revitalising Face Cream with SPF 15 will be provided to the winner. The total amount will be based on reasonable usage for one adult over 12 months and will be agreed between the winner and the Promoter.
- 7.2 A photoshoot, given by a professional photographer will be provided at the Promoter's expense at a suitable location within the North East of England. This will take place within the month of July 2009.
- 7.3 A makeover experience will also be provided at the Promoter's expense, which will include hair styling and make-up. It does not include provision of wardrobe or any associated accessories.
- 7.4 The winner will be given a package of professional prints from the day, which they can choose and the Promoter will arrange.
- 7.5 Transport to and from the prize venue(s) will be arranged by the promoter and at the promoter's expense.

8. **PRIZE CONDITIONS**

- 8.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize.
- 8.2 No other costs will be included and all expenses (including but not limited to the cost of meals and wardrobe), other than those specifically referred to above, will be at each winner's and (if applicable) their accompanying guest's cost.
- 8.3 All prizes are subject to availability, non transferable and non exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash unless cash is specified. Specifically, prizes may not be valid during school holidays or other peak times designated by the prize supplier.
- 8.4 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.
- 8.5 It will be the winner's and (if applicable) their accompanying guest's responsibility to take out all relevant insurance (including but not limited to travel insurance) which may be required or prudent to be taken (at their own cost).

9. **NOTIFICATION**

The prize winner will be notified within one week of the closing date in writing and by telephone or e-mail.

10. **PRIZE COLLECTION**

- 10.1 The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity (for example, a phone bill or store receipt for purchase requirement) in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 10.2 All prize winners must sign these terms and conditions in a form prescribed by the Promoter in order to receive their prize.

11. **PRIZE AVAILABILITY**

- 11.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
- 11.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

12. **PUBLICITY MATERIALS**

- 12.1 It is a condition of entry that the Promoter has the right to publicise the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Competition.
- 12.2 Entrants consent to their entry being published in internal company documents and newspapers, magazines or other publications inside and outside of the United Kingdom.
- 12.3 Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit. Due to the nature of the Face of Pharma Nord 2009 competition, it will not be possible to accept requests for anonymity. Instead, any such entrants will be disqualified.
- 12.4 Entrants also acknowledge that the publicity materials may be provided to the prize provider for the purposes of promotional display.

13. **COPYRIGHT**

By entering this Competition all entrants: assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future; agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

14. **RELEASE AND INDEMNITY**

To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

15. **TAMPERING AND OTHER MATTERS**

- 15.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure,

tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to regulations) to disqualify any individual who (whether directly or indirectly) causes the same and/or to cancel, terminate, modify or suspend the Competition.

- 15.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions or any other reason.
- 15.3 The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

16. **LEAVE FOR PARTICIPATION**

Obtaining time off work and/or study or related activities to participate in the Competition and/or a prize will be the sole and absolute responsibility of each contestant.

17. **EXCLUSION OF PARTICIPANTS**

The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason, including but not limited to, that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

18. **TERMINATION OF COMPETITION**

The Promoter may (subject to regulations), vary the terms of or terminate this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

19. **DECISIONS FINAL**

All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised according its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

20. **FAILURE TO ENFORCE TERMS AND CONDITIONS**

A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

21. **PERSONAL INFORMATION AND PRIVACY**

The personal information supplied by entrants when entering this Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the website for more information as entry in this Competition is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter or by sending an email to dforbes@pharmanord.co.uk. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.