

**ProFile Case Study Competition Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	ProFile Case Study Competition
<b>Promoter:</b>	Specsavers Pty Ltd ABN 82097147932, 520 Graham Street, Port Melbourne, VIC 3207, Australia. Ph: 1800 074 171
<b>Promotional Period:</b>	<b>Start date:</b> 10/10/18 at 09:00 am AEDT <b>End date:</b> 18/11/18 at 11:59 pm AEDT
<b>Eligible entrants:</b>	Entry is only open to Australian and NZ residents aged 18 years of age or older who are either an optometrist or qualified dispenser.
<b>How to Enter:</b>	<p>To be eligible to enter, the entrant must create an optometry or dispensing case study.</p> <p>To enter the Promotion, the entrant must send an email to <a href="mailto:anz.profile@specsavers.com">anz.profile@specsavers.com</a> with the subject line "ProFile 2018 Case Study Competition Entry", with their personal details (first name, last name, phone number and email address), position title, store name and location, and the case study submission in the body or in attachment to the email during the Promotional Period. Personal email and phone number should be provided rather than the store's email and phone number. Personal contact details provided will be used only for the purposes of winner notification, facilitating the prize or to discuss publication of a submission.</p> <p>Optometry or dispensing case study must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• The Promoter will only be accepting optometry and dispensing case studies (ie. no submissions in the clinical imaging case study format will be accepted) as per those already published on ProFile: <a href="https://www.profile-anz.com/case-studies/">https://www.profile-anz.com/case-studies/</a>.</li> <li>• Any accompanying images must be de-identified and sent as separate, high-resolution files with captions.</li> <li>• All submissions must follow the requirements listed for optometry and dispensing case studies listed at the following website in order to be considered: <a href="https://www.profile-anz.com/case-studies/submissions/">https://www.profile-anz.com/case-studies/submissions/</a>.</li> <li>• Case studies submitted for entry must not have previously been published.</li> </ul>
<b>Entries permitted:</b>	Competition entrants may submit more than one case study for consideration but can only win a maximum of one (1) prize.

<b>Prize Description</b>	<b>Number of this prize</b>
<p><b>Grand Prize 1 (Optometry Case Study):</b> The prize is a trip for the winner only to the 2019 Specsavers Clinical Conference and includes:</p> <ul style="list-style-type: none"> <li>• 1 x return economy class flights from the winner's nearest capital city to 2019 Specsavers Clinical Conference*;</li> <li>• 1 adult ticket to 2019 Specsavers Clinical Conference;</li> <li>• 1 night's four-star accommodation*;</li> <li>• Return airport/accomodation transfers (reimbursement up to the value of \$60 each way); and</li> <li>• winner will have their case study published in ProFile.</li> </ul> <p>*Accommodation and flights only provided if the winner does not reside in same State/Territory where the 2019 Specsavers Clinical Conference takes place.</p>	1 (avail to Optometry Case Study entrants only)
<p><b>Grand Prize 2 (Dispensing Case Study):</b> The prize is a trip for the winner only to the 2019 Specsavers Dispensing Conference and includes:</p> <ul style="list-style-type: none"> <li>• 1 x return economy class flights from the winner's nearest capital city to 2019 Specsavers Dispensing Conference^;</li> <li>• 1 adult ticket to 2019 Specsavers Dispensing Conference;</li> <li>• 1 night's four-star accommodation^; and</li> </ul>	1 (avail to Dispensing Case Study entrants only)

<ul style="list-style-type: none"> <li>winner will have their case study published in ProFile.</li> </ul> <p>^Accommodation and flights only provided if the winner does not reside in same State/Territory where the 2019 Specsavers Dispensing Conference takes place.</p>	
<p><b>Runner-Up Prizes:</b> The Runner Up Prize consists of the following:</p> <ul style="list-style-type: none"> <li>a \$200.00 gift card for Coles Myer (if winner from Aust.) or Farmers (if winner is from NZ). Prize awarded in currency of winner's country of residence (either AUD or NZ); and</li> <li>winner will have their winning case study published in ProFile.</li> </ul>	5
<p><b>Prize Conditions:</b></p>	<p>No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.</p> <p><i>Applicable to Grand Prizes:</i></p> <ul style="list-style-type: none"> <li>Grand Prize 1 relates to the 2019 Specsavers Clinical Conference and Grand Prize 2 relates to the 2019 Specsavers Dispensing Conference. If a winner is unavailable or unwilling to attend the applicable conference, they will (subject to the next prize condition) forfeit their right to the prize.</li> <li>Grand Prize winners can nominate a colleague from the same store (aged 18 years or over) to act as an alternate to take the prize in their place, if they are unable to attend the 2019 Specsavers Clinical Conference or 2019 Specsavers Dispensing Conference.</li> <li>The prize is subject to booking and flight availability.</li> <li>The conference tickets are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</li> <li>Flights and accommodation are not included in the Grand Prize if winner lives in the same State/Territory as the conference event they will be attending.</li> <li>The prize requires the winner to contact the Promoter in order to book travel.</li> <li>Frequent flyer points will not be awarded and do not form part of the prize.</li> <li>Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>Spending money, meals, taxes (excluding airline and airport taxes), travel insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description specified herein, are not included and are the responsibility of the winner.</li> <li>The winner may be required to present their credit card at check in.</li> <li>Prize is subject to the standard terms and conditions of individual prize and service providers.</li> <li>Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize will be forfeited and will not be redeemable for cash.</li> </ul> <p><i>Gift Card Conditions:</i> Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p>
<p><b>Other Significant Conditions:</b></p>	<ul style="list-style-type: none"> <li>By entering entrants give the Promoter permission for their submitted case study to be published in ProFile.</li> <li>Any non-winning submissions for the case study competition will be considered for future publication in ProFile.</li> <li>If a non-winning submission is deemed suitable for publication, a representative of the Promoter will contact the author for permission to publish the case study prior to publication.</li> <li>All case study submissions published in ProFile may be subject to edits by the ProFile case study editor in line with the ProFile house style.</li> <li>All case study submissions published in ProFile (Australia and New Zealand) may also be republished in ProFile, online and / or in print, in other regions (eg. ProFile UK), including case study author's first name, surname, and store name and location.</li> </ul>
<p><b>Judging Panel:</b></p>	<p>Members of judging panel are to be selected by the Promoter.</p>
<p><b>Judging Criteria:</b></p>	<p><b>Optometry case studies</b></p>

	<p>Entries will be judged on:</p> <ol style="list-style-type: none"> <li>1. Relevance to prevention of avoidable blindness and vision loss.</li> <li>2. Clarity of rationale for diagnosis and treatment / management.</li> <li>3. Adherence to submission guidelines, including provision of all relevant information.</li> </ol> <p><b>Dispensing case studies</b></p> <p>Entries will be judged on:</p> <ol style="list-style-type: none"> <li>1. Understanding and communication of the impact that lens selection and parameters will have on the wearer.</li> <li>2. Educational merit of discussion points / learning outcomes and breadth of applicability to dispensing.</li> <li>3. Adherence to submission guidelines, including provision of all relevant information.</li> </ol>
<b>Winner Determination:</b>	<p>Winners will be determined by the judging panel specified above.</p> <ul style="list-style-type: none"> <li>• The best valid entry overall, as determined by the judges, from the Optometry case study entries will win Grand Prize 1.</li> <li>• The best valid entry overall, as determined by the judges, from the Dispensing case study entries will win Grand Prize 2.</li> <li>• The best five (5) valid entries overall (excluding the Grand Prize winning entries/any other entries submitted by a Grand Prize winner), will each win the Runner-Up Prize.</li> </ul>
<b>Winner notification:</b>	The winners will be contacted by email within fourteen (14) days of the judging.
<b>Unclaimed Prizes:</b>	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
5. The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
10. No entry fee is charged by the Promoter to enter the Promotion.
11. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

12. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.specsavers.com.au/legal>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants may be disclosed overseas including the UK for the purposes of case study publication. See the Promoter's privacy policy for other potential countries where personal information may be disclosed.
13. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
14. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Consumer Guarantees Act 1993 (NZ) and/or Fair Trading Act 1986 (NZ) and the Competition and Consumer Act 2010 (Cth).
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
18. All material submitted on entry (e.g. case studies, photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry

being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.

19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
22. Unless otherwise specified, a prize is a single event for the winner and cannot be separated into separate events or components.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.