

MR MUSCLE® DRAIN MONEY BACK SATISFACTION GUARANTEE

Mr Muscle® Drain Cleaner works hard to unblock your household drains – or your money back. If you are not completely satisfied with your Mr Muscle® Drain Cleaner 750ml product or your Mr Muscle® Drano Crystals 500g product purchase, we will refund your money up to \$12.50 AUD or \$13.50 NZD as applicable.

TERMS AND CONDITIONS

1. Information on how to claim and the refund forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Offer commences for purchases on 15/04/2019 and ends for purchases at close of business 14/04/2020 (“Purchase Period”).
3. Claims may be submitted from 15/04/2019 and final claims close at last mail received on 15/05/2020 (“Claim Period”). Claims must be made within thirty (30) days of the date on the original purchase receipt and must be post marked no later than 15/05/2020.
4. Offer is open to Australian and New Zealand residents only aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are not eligible to enter.
5. The Promoter reserves the right to verify the validity of claims and claimants (including a claimant’s identity, age and address) 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 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.
6. To be eligible to claim, consumers must complete the following steps:
 - a. Purchase Mr Muscle® Drain Cleaner 750ml Gel or Mr Muscle® Drano Crystals 500g (“Eligible Product”) during the Purchase Period;
 - b. Follow the exact usage directions which are on label on the back of the Eligible Product
 - c. If the Eligible Product doesn’t meet the consumer’s expectations for any reason, the consumer must visit www.mrmuscleclean.com/en-au and download the claim form;
 - d. Fully complete the claim form, including their full name, address, a nominated Australian or New Zealand bank account in the claimant’s name reason for dissatisfaction and the original dated receipt of purchase for the Eligible Product; and then
 - e. Send the completed claim form to the following address, so that it is received during the Claim Period:

Australian Residents

Mr Muscle Drain Offer
c/o: The Conversion Group
Unit 4, 52 Queen Street
Beaconsfield NSW 2015
Australia

New Zealand Residents

Mr Muscle Drain Offer
PO Box 11000
Wellington 6142
New Zealand

7. Postage costs are the full responsibility of the claimant and will not be refunded. Whilst it is not required, the Promoter suggests claimants use a postage method which can be tracked. Unless expressly stated within these Terms and Conditions, any other expenses are also the responsibility of the claimant.
8. Incomplete, indecipherable or illegible claims will be deemed invalid.
9. The Promoter's decision is final and no correspondence will be entered into.
10. For every valid claim received, the claimant will be refunded the amount shown on the original purchase receipt provided for the Eligible Product up to the value of \$12.50 AUD or \$13.50 NZD as applicable.
11. Successful claimants will be notified in writing via the email address provided to submit the claim.
12. Successful claimants must allow up to thirty (30) days from receipt of claim form for the refund to be processed via EFT. Refunds are not transferrable or exchangeable.
13. Limit of one (1) claim per household address.
14. Claims from groups, clubs or organisations will not be honored or acknowledged.
15. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
16. If this offer 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 offer, as appropriate.
17. Any cost associated with accessing the offer website in order to obtain an official cash back redemption form is the claimant's responsibility and is dependent on the Internet service provider used.
18. 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.
19. 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 reward value to that stated in these Terms and Conditions; or (e) any tax liability incurred by a claimant.
20. The Promoter is not liable for any claim forms that are lost in the post, misdirected, illegible, incomplete, delayed or damaged or which cannot be delivered for any other reason.

21. Use of multiple addresses or P/O boxes to obtain additional refunds is fraud and may result in prosecution. These Terms and Conditions do not affect any other rights or remedies you may have under the *Competition and Consumer Act 2010* (AUS) or the *Consumer Guarantees Act 1993* (NZ).
22. 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 <http://privacy.scjbrands.com/en-us>. 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 Australian claimant's PI to any entity outside of Australia.
23. The Promoter is SC Johnson & Son Pty Ltd (ABN 71 000 021 009) of 160 Epping Road, Lane Cove Sydney NSW 2066.

For any queries regarding this promotion please email query@mrmusclembg.com