

## **DRANO® MONEY BACK GUARANTEE**

Drano® Max Gel works the first time every time – or your money back. If you are not completely satisfied with your Drano® Kitchen Max Gel 770ml or Drano® Bathroom Max Gel 770ml Product, we will refund your purchase price subject to the terms and conditions below.

### **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.

#### **Who Can Claim**

2. Offer is open to Australian and New Zealand residents only who have purchased an Eligible Product during the Promotional Period, both as defined below.

#### **Promotional Period**

3. The Promotion is for any Eligible Product purchased from any Australian or New Zealand retailer from 7 August 2021 up until to 30 June 2022 (“Promotional Period”).

#### **Limitations**

4. Claims must be received by the Promoter within one month of purchase.
5. Limit of one (1) claim for each type of Eligible Product per household address (i.e. one (1) claim for Drano® Kitchen Max Gel 770ml and one (1) claim for Drano® Bathroom Max Gel 770ml), a maximum of two (2) claims per household address.
6. Claimants must retain a copy of their purchase receipt and original Eligible Product barcode for their claim as proof of purchase. Failure to produce the proof of purchase for all claims when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant’s claim and forfeiture of any right to a refund. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to claim.

#### **Claim Process**

7. To claim consumers must complete the following steps:
  - a. Purchase either Drano® Kitchen Max Gel 770ml or Drano® Bathroom Max Gel 770ml (“Eligible Product”) from any retailer in Australia or New Zealand during the Promotional Period;
  - b. Follow the 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.drano.com.au](http://www.drano.com.au) & [www.drano.co.nz](http://www.drano.co.nz) and follow the prompts to the claim form within one month of the original date of purchase;
  - d. Fully complete the online claim form, including their full name, address, a nominated Australian or New Zealand bank account in the claimant’s name, reason for dissatisfaction, the barcode serial number as shown on the back of the packaging on the Eligible Product and upload a copy of the original dated receipt of purchase for the Eligible Product; and then
  - e. Submit the fully completed online claim form.
8. For every valid claim received, the claimant will be refunded the amount shown on the original purchase receipt provided.

## Other Terms

9. Incomplete or indecipherable claims will be deemed invalid at the discretion of the Promoter.
10. 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.
11. 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.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Successful claimants will be notified in writing via the email address provided in the online claim form.
14. Successful claimants must allow up to thirty (30) days from claim submission for the refund to be processed via EFT. Refunds are not transferrable or exchangeable.
15. 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.
16. Any cost associated with accessing the offer website is the claimant's responsibility and is dependent on the Internet service provider used.
17. 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.
18. 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; or (d) any tax liability incurred by a claimant.
19. 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. Claim 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 claims become the property of the Promoter. The Promoter will not disclose Australian claimant's PI to any entity outside of Australia.

20. 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@dranombg.com](mailto:query@dranombg.com)*