

## **“VETS – ADVANCE® NEXT GENERATION” PROMOTION**

### **TERMS AND CONDITIONS**

#### **PARTICIPATION**

1. Information on how to enter the “Vets – ADVANCE® Next Generation” (**Promotion**) and the prizes form part of these Terms and Conditions. By participating, Entrants (as defined below) agree to be bound by these Terms and Conditions. Promotion is not valid in conjunction with any other competition, special, discount or promotional offer unless indicated otherwise.
2. The Promoter is Mars Australia Pty Ltd trading as Mars Petcare Australia (ABN 48 008 454 313) of 1 Petcare Place, Wodonga Victoria 3690 (**Promoter**).
3. Entry is only open to Australian residents aged 18 years or over (**Entrants**). Employees (and their immediate families) of the Promoter, participating vet stores and agencies associated with this Promotion are ineligible to enter.
4. The Promotion commences at 12:01am AEST on 1/10/18 and entries close at 11:59pm AEDST on 23/12/18 (**Promotional Period**). All times and dates used throughout these Terms and Conditions will be either AEST or AEDST, as and when applicable in Victoria.

#### **ENTRY**

5. To enter the Promotion, Entrants must, during the Promotional Period undertake the following steps:
  - (a) purchase one (1) or more ADVANCE® dog or cat product(s) in one (1) transaction at a vet store in Australia (**Qualifying Purchase**);
  - (b) visit [www.advancepet.com.au/winwithadvance](http://www.advancepet.com.au/winwithadvance) input all requested details, including a copy of the receipt number.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase; (b) each entry must be submitted separately and in accordance with the entry requirements; and (c) a maximum of one (1) entry per Entrant per day is permitted.
7. Entrants must retain the original purchase receipt(s) for each Qualifying Purchase used to enter the Promotion. The original purchase receipt(s) must clearly show where and when each Participating Product was purchased. Failure to produce the original purchase receipt for any entry when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Entrant’s entries and forfeiture of any right to a prize.
8. All entries must be received by the Promoter during the Promotional Period. Entries received before the start of the Promotional Period or after the close of the Promotional Period will be deemed invalid and will not be eligible to win any prize. Records of the Promoter are final and conclusive as to time of receipt. Incomplete, illegible or indecipherable entries will be deemed invalid.
9. Entrants can only enter in their own name and not on behalf of another individual. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant’s identity, age and place of residence and proof of purchase i.e. a copy of the receipt) and reserves the right, in its sole discretion, to disqualify any

Entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the 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.

10. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

### **PRIZES AND DRAWS**

11. There will be twelve (12) prizes (**Prizes**) awarded in this Promotion, i.e. one (1) Prize per a draw (**Draw**). Entries for each Draw will commence at 12.01am on the relevant start date and close at 11.59pm on the relevant close date indicated in the table below. Entries received in one (1) Draw will not roll over into subsequent Draws, but will be entered into the unclaimed prize draw, if required. All Draws will take place at Finlayson Communications at L4, 420 St Kilda Rd, Melbourne VIC 3000 at 12 noon on the dates indicated in the table below. The Promoter may draw additional reserve entries and record them (in the order in which they were drawn) in case of an invalid entry or ineligible Entrant is drawn. Winners will be notified in writing by email within 2 business days of the relevant Draw and contacted by phone.

Draw	Entry start date	Entry close date	Draw date
1	1/10/2018	7/10/2018	16/10/2018
2	8/10/2018	14/10/2018	23/10/2018
3	15/10/2018	21/10/2018	30/10/2018
4	22/10/2018	28/10/2018	6/11/2018
5	29/10/2018	4/11/2018	13/11/2018
6	5/11/2018	11/11/2018	20/11/2018
7	12/11/2018	18/11/2018	27/11/2018
8	19/11/2018	25/11/2018	4/12/2018
9	26/11/2018	2/12/2018	11/12/2018
10	3/12/2018	9/12/2018	18/12/2018
11	10/12/2018	16/12/2018	4/01/2019
12	17/12/2018	23/12/2018	4/01/2019

12. The first valid entry drawn, in each Draw, will each win the Prize of one (1) FitBark 2 valued at \$107.
13. A draw for any unclaimed Prize, may take place on 4/04/2019 at the same time and place as the original Draws, subject to any directions from a regulatory authority. The winners (if any) will be notified by email within two (2) business days of the draw, and contacted by phone.

### **GENERAL**

14. The total Prize pool for this Promotion is AU\$1,284.
15. The Promoter's decision in all matters relating to this Promotion is final and no correspondence will be entered into.

16. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. If a Prize (or an element of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that element of the Prize) with another prize of equal value and/or specification, subject to any written directions from a regulatory authority.
18. If for any reason a winner does not use, redeem or take a Prize (or an element of a Prize) by or at the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited and will not be redeemable for cash.
19. Entrants who win a prize consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same), in any media, for an unlimited period and without remuneration, for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this Promotion 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 Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Any cost associated with entering the Promotion, or accessing the promotional website is the Entrant's responsibility and is dependent on the Internet service provider used.
22. 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 (**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) exclude 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.
23. 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 entry or prize 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use, redemption or taking of a Prize.
24. As a condition of accepting a Prize, each Prize winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

25. The Promoter (**Mars, we, us** or **our**) collects your personal information when you submit an entry to this promotion (**Promotion**).

We collect this personal information for the purposes of your entry into the Promotion, and to send you marketing communications about our brands, products and/or services. We may also use the personal information you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.

We may disclose your personal information to our family of companies and to our vendors or service providers that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. These companies may be based overseas, including in Hong Kong, Singapore and the United States. We require these companies to comply with the Australian privacy laws that apply to your personal information.

If we do not collect the personal information, you may not be able to obtain a valid entry into the Promotion and may not be able to receive communications about our brands, products and services which may be of interest to you.

Our privacy policy can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> contains information about:

- a) How you may access the personal information that is held by us and seek correction of such information; and
- b) How you may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds us, and how we will deal with such a complaint.

If you need to contact us, or have any questions, please use the online contact form or the other contact details at <http://www.mars.com/australia/en/about-mars/contact-us.aspx>

26. Should an Entrant consent to receiving future information from the Promoter, information provided by the Entrant may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them. Should an Entrant who elects to opt in wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter as per paragraph 25.

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