

**"ELANCO & PETSTOCK – PET NIGHT IN 2024" PROMOTION TERMS AND CONDITIONS**

**The Promoter**

1. The promoter is Elanco Australasia Pty Ltd (ABN 64 076 745 198) of Level 3, 7 Eden Park Drive, Macquarie Park, NSW 2113, Australia (**Promoter**).

**Terms and Conditions of Entry**

2. Information on how to enter the Elanco & Petstock – PET NIGHT IN 2024 (**Promotion**) and the Prizes form part of these terms and conditions.
3. Entry into the Promotion is deemed acceptance of these and any other applicable terms and conditions (together the **Terms and Conditions**). Any entry not complying with the Terms and Conditions is invalid.

**How to Enter and Eligibility**

4. The Promotion is open to Australian residents who are aged 18 years or over (**Participant**) and purchase any:

- (a) Credelio™ PLUS 6 pack, or
- (b) Credelio™ PLUS 3 pack, or
- (c) Advocate™ 6 pack, or
- (d) Advocate™ 3 pack, or
- (e) Seresto™ 1 pack

in a single transaction from Petstock Group retail store, [petstock.com.au](https://petstock.com.au), or [mypetwarehouse.com.au](https://mypetwarehouse.com.au) (**Participating Outlet**) during the Promotion Period set out below (**Qualifying Transaction**).

5. Employees and directors of the Promoter and, if an agency is utilised in running the Promotion, the agency and the immediate families of employees and directors of the Promoter and agency (if relevant) are not eligible to enter.
6. To enter, Participants must complete the following steps during the Entry Period (defined below):
  - (a) Visit [www.petnightin.com.au](https://www.petnightin.com.au)
  - (b) Follow the prompts to the Promotion entry page
  - (c) Input the requested details including full name, residential address, email address, and mobile number
  - (d) Upload the purchase receipt for the Qualifying Transaction; and
  - (e) Submit the fully completed entry form.
  - (f) Enter 6 digit code sent to mobile number to finalise entry

In the event a purchase receipt is not automatically provided to the Participant by a Participating Outlet's member of staff at the time of making their Qualifying Transaction, it is the Participant's responsibility to request it.

7. Only one entry per person is permitted.
8. Upon submitting their fully completed entry form, Participants will find out instantly on-screen the Prezzy eGift Card they have won, whilst the gift cards are available. Participants who submit a valid entry will receive one (1) Prezzy eGift Card valued at either \$100, \$50, \$20 or \$10 (**Gift Card**), whilst stocks last (details are set out in the Prizes section below). Entries are validated within two (2) Business Days and the Gift Card will be emailed to the Participant straight away. (A Business Day means a day that is not a Saturday, Sunday nor a public holiday in New South Wales, Australia.)
9. The Promoter accepts no responsibility for any entries that are incomplete, illegible, corrupted or fail to reach the Promoter for any reason by the relevant Closing Time and Date. Such entries will be deemed invalid.
10. The Promoter reserves the right, at any time, to verify the validity of entries and to request proof of a Participant's eligibility (including a Participant's identity, age and place of residence). If there is a dispute as to

the identity or eligibility of a Participant, the Promoter reserves the right, in its sole discretion, to determine same. The Promoter may (in its sole discretion) disqualify any Participant who submits an entry that is not made strictly in accordance with the Terms and Conditions or tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## Promotion

11. The Promotion commences at 12:00am AEST on 28 May 2024 and closes at 11:59pm AEST on 29 July 2024 (**Closing Time and Date**) (**Promotion Period**).
12. The Promotion entry period commences at 12:00am AEST on 28 May 2024 and ends at 11:59pm AEST on 5 August 2024 or once 21,759 entries are received, whichever occurs first (**Entry Period**).
13. All entries for Gift Cards must be received by the Promoter by 5 August 2024, being the end date of the Entry Period. Gift Cards that have been won but not claimed by this end date will be forfeited in accordance with the below requirements.
14. A draw for any unclaimed gift cards that has been won but not claimed during the Entry Period may take place at 11:00am AEST on 5 September 2024 at Pilgrim Communications, 51A/23 Norton Street, Leichhardt NSW 2040, subject to any written directions given by any relevant authority. Winners, if any, will be notified by email, and their names will be published online at [www.petnightin.com.au](http://www.petnightin.com.au) from 12 September 2024.
15. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promoter, the Promoter reserves the right to the fullest extent permitted by law to: (a) disqualify any Participant; or (b) modify, suspend, terminate or cancel the Promotion, as it deems appropriate.
16. The Prize-winner(s) waive all rights (including copyright and moral rights) to, the Promoter using their details in any media for the purposes of promoting the Promotion and any products manufactured, distributed and/or supplied by the Promoter's business, for an unlimited period of time without remuneration.

## Prize

17. There are a total of 21,759 Prezzy eGift Cards (each a **Gift Card**) available in this Promotion. Gift Cards will be awarded randomly throughout the Entry Period and each Gift Card will be allocated based on independent probabilities. The following number of Gift Cards are available in this Promotion as set out below:
  - \$100 Prezzy Gift Card 54;
  - \$50 Prezzy Gift Card 109;
  - \$20 Prezzy Gift Card 218;
  - \$10 Prezzy Gift Card 21,378.
18. The total prize pool is valued at up to \$228,990.
19. Gift Cards can not be exchanged, negotiated, transferred or redeemed for cash. If the Prize or any part of the Prize is unavailable for any reason, the Promoter in its sole discretion reserves the right to substitute the Prize or part of the Prize with a prize of equal value and/or specification.
20. The terms of a Gift Card is subject to the standard terms and conditions of individual Gift Card service providers. The Gift Card value does not include any cost or expense associated with redeeming the Gift Card.
21. The Promoter's decision on all matters will be final and no correspondence will be entered into.

## Data Protection

22. By entering into the Promotion, the Prize-winner(s) acknowledges that the Promoter may be required to (or may wish to) make a public announcement by print or electronic media, which may include their Personal Information.
23. The information submitted to the Promoter, and its subcontractors or agents, for the Promotion contains data that allows the Participant to be identified, including full name, residential address, email address, and mobile

number (**Personal Information**). If a Participant declines to provide their Personal Information, they will not be able eligible to participate in the Promotion or receive the Prize.

24. The Promoter, its subcontractors, and agents, will process the Personal Information to administer the Promotion and to notify a Participant if they are a Prize-winner. The Promoter may also use the Personal Information of Prize-winners in Social Media posts or other media forms from the Promoter. The Promoter will only pass the Personal Information to agents of the Promoter (including outside of Australia) in accordance with the Promoter's Privacy Notice which is available at: [www.privacy.elanco.com](http://www.privacy.elanco.com).
25. By participating in the Promotion and providing the Promoter with Personal Information a Participant consents to use of the Personal Information and being notified if they are one of the Prize-winners.

#### **Limitation of liability**

26. Except for any liability that cannot be excluded by law (including non-excludable guarantees under applicable consumer protection laws), the Promoter (including its officers, employees and agents) excludes all liability for any cost, expense, loss, damage or personal injury whatsoever (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential (**Loss**), arising in any way out of the Promotion, including, but not limited to, where such liability may arise out of the following:
  - (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 its 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 the Terms and Conditions;
  - (e) any tax liability incurred by a Prize-winner or Participant; or
  - (f) use of the Prize by a Prize-winner and any accompanying person or any other person,even when such Loss was reasonably foreseeable, and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
27. The Participant releases the social media platform(s) and its/their associated companies from all liability arising in respect of the Promotion and acknowledges that:
  - (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform;
  - (b) any information provided by the Participant in connection with the Promotion is provided to the Promoter and not to any social media platform; and
  - (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any social media platform.

#### **General**

28. These Terms and Conditions are governed by the laws of Australia and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the courts of Australia.
29. NSW Permit No. **TP/03274**. ACT Permit No. **TP24/00504**. SA Permit No. **T24/409**.