

ELANCO “DIG TO WIN” PETSTOCK 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 “Dig to Win” Promotion (**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. 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 Seresto™, Credelio™ PLUS (1pk, 3pk or 6pk) or Advocate™ (1pk, 3pk or 6pk) product (each an **Eligible Product**) from any Petstock Group retailer nationally (within Australia) or online (for delivery within Australia) at either petstock.com.au or mypetwarehouse.com.au during the Promotion Period set out below (**Qualifying Transaction**).
5. Employees and directors of the Promoter and agencies associated with this Promotion, and the immediate families of employees and directors of the Promoter and agency (if applicable) are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
6. To enter, Participants must undertake the following steps during the Promotion Period (as set out below):
 - Make a Qualifying Transaction
 - Visit www.elancopromo.com.au and follow the prompts to the Promotion entry page;
 - Input the requested details including, but not limited to, full name, postcode, email address and mobile number as well as the date of purchase, store of purchase and details of the Eligible Product Purchased;
 - Upload their purchase receipt from the Qualifying Transaction when prompted;
 - Participants will then be asked to click on the button to start digitally digging to reveal if they are a provisional winner of an Instant Prize (defined below).

Once the completed online entry form has been submitted as per the above, Participants will receive an online message acknowledging their entry and informing them that (a) they have been awarded one (1) entry into the Major Draw (defined below); and (b) if they have won an Instant Prize (as defined below) and if so, details on how to verify their entry and claim their Instant Prize. All winners of an Instant Prize and/or the Major Prize are subject to verification in accordance with these Terms and Conditions.

7. Multiple entries into the Promotion are permitted subject to the following: (a) one (1) entry is permitted per each Qualifying Transaction (regardless of the number of Eligible Products purchased in that transaction); (b) only one (1) entry is permitted per person per day; (c) a maximum of two (2) entries are permitted per person during the Promotion Period; and (d) each entry must be submitted separately and in accordance with the entry requirements.
8. **Participants must retain their original purchase receipt(s) for all entries as proof of purchase.** Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of a Participant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and date of purchases (to show that the purchase was made during the Promotion Period and prior to entry into the Promotion.)
9. The Promoter accepts no responsibility for any entries that are incomplete, illegible, corrupted or fail to reach the Promoter or be completed, for any reason, by the end of the Promotion Period set out below. 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. Errors and omissions may be accepted at the Promoter's discretion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Promotion Period

11. The Promotion commences at 12:01am AEST on 30/07/2024 and closes at 11:59pm AEST on 30/09/2024 (**Promotion Period**). Entries must be received by the Promoter during the Promotion Period.

Prize - Major Draw

12. There will be one (1) major draw conducted from all valid entries received during the Promotion Period (**Major Draw**). The Major Draw will take place at 11.00am AEST at Pilgrim Communications 51A/23 Norton Street, Leichhardt NSW 2040 on 03/10/2024 (**Draw Date**). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be drawn randomly and will be the first eligible entry drawn from all valid entries received.
13. The winner will be contacted by the Promoter (or their agent) within two (2) business days of the Draw Date by email using the contact details provided on the Promotion entry form and their name (first initial, surname and Postcode) will be published online at www.elancopromo.com.au on 08/10/2024 (for a period of around 28 days). A business day means a day that is not a Saturday, Sunday nor a public holiday in New South Wales, Australia.
14. The first valid entry drawn in the Major Draw will win AUD\$10,000 (**Major Prize**). The Major Prize will be awarded in the form of an electronic funds transfer (EFT) to the winner's Australian bank account. Winner is responsible for providing full and accurate Australian bank details. The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.

Prizes - Instant Prizes

15. During the Promotion Period there will be a total of forty (40) instant prizes to be won randomly. Each instant prize consists of an AUD \$250 Petstock physical Gift Card (**Instant Prize**). Provisional winners of an Instant Prize will first be verified before their Prize is sent out by mail.
16. Any ancillary costs associated with redeeming a Petstock Gift Card are not included. Any unused balance of a Petstock Gift Card will not be awarded as cash. Redemption of a Petstock Gift Card is subject to any terms and conditions of the issuer (which can be found here: www.petstock.com.au/pages/gift-cards) as well as those specified on the Petstock Gift Card.
17. Winners of an Instant Prize will have their names (first initial, surname and Postcode) published online at elancopromo.com.au on 08/10/2024.

Unclaimed Prizes

18. If the Major Prize remains unclaimed or any Instant Prize that is won but remains unclaimed as at 11:59pm AEDST on 01/11/2024, the Promoter will conduct an unclaimed prize draw at the same time and place as the original Major Draw on 04/11/2024, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing within two (2) business days of the unclaimed prize draw and their names (first initial, surname and Postcode) will be published online at www.elancopromo.com.au on 07/11/2024.

General

19. 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 Participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

20. The use of any automated entry software or any other mechanical or electronic means that allows a Participant to automatically enter repeatedly is prohibited and will render all entries submitted by that Participant invalid.
21. Any cost associated with accessing the promotional website is the Participant's responsibility and is dependent on the Internet service provider used.
22. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority (where applicable).
23. Winners 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 without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. Total prize pool value is up to AUD\$20,000. Prizes, or any unused portion of a prize, can not be exchanged, negotiated, transferred or redeemed for cash, unless otherwise specified. If a 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, subject to any written directions from a regulatory authority.
25. The Promoter's decision on all matters will be final and no correspondence will be entered into.
26. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials will be void if stolen, forged, mutilated or tampered with in any way. There will be a total of forty (40) online instant win notifications for this promotion.

Data Protection

27. The information submitted to the Promoter, and its subcontractors or agents, for the Promotion contains data that allows the Participant to be identified, including name, address, email and phone number (**Personal Information**). If a Participant declines to provide their Personal Information, they will not be eligible to participate in the Promotion or receive a prize.
28. By entering into the Promotion, 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 limited Personal Information, such as the winner's name, initials and postcode.
29. The Promoter, its subcontractors, and agents, will process the Personal Information to administer the Promotion and to notify a Participant if they are a winner. The Promoter may also use the Personal Information of winners in social media posts or other media forms from the Promoter. The Promoter will only process and transfer 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.
30. By participating in the Promotion and providing the Promoter with Personal Information a Participant consents to use of the Personal Information for the purpose of administering the promotion and being notified if they are one of the winners.

Limitation of liability

31. 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) excludes all liability (including negligence), for any cost, expense, personal injury, loss or damage (including loss of opportunity and loss of profits); whether direct, indirect, special or consequential, 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 winner or Participant; or
- (f) use of a prize by a winner and any accompanying person or any other person.

Permits NSW Authority No. TP/03274. ACT Permit No. TP24/01018. SA Permit No. T24/794