

Bravecto Count On Competition

Terms and Conditions

1. By entering the “Bravecto Count On” competition (the “Competition”), you are agreeing to the following terms and conditions.
2. Information on how to enter form part of these Terms and Conditions. Participation in this Competition is deemed acceptance of these Terms and Conditions.
3. Subject to clause 4, entry is open to all residents of Australia who are 18 years of age or older.
4. Employees and their immediate families of Intervet Australia Pty Ltd (trading as MSD Animal Health), Ensemble Australia, Ansible Pty Ltd and their associated agencies and companies and participating stores are not eligible to enter.
5. Competition commences on **Wednesday 1 November 2017 at 00:01 AEDT** and closes on **Sunday 31 December 2017 at 23:59 AEDT** (the “Competition Period”).
6. In order to enter, entrants must:
 - a) Make a purchase during the Competition Period of any of the following Bravecto Products from a participating store:
 - Bravecto for Very Small Dogs 2-4.5kg 1 Chew
 - Bravecto for Small Dogs >4.5-10kg 1 Chew
 - Bravecto for Medium Dogs >10-20kg 1 Chew
 - Bravecto for Large Dogs >20-40kg 1 Chew
 - Bravecto for Very Large Dogs >40-56kg 1 Chew
 - b) Retain their receipt, and
 - c) Visit www.bravectowin.com.au and complete the online entry form including their First name, Last name, Email address, Contact number, State, Date of purchase, Product purchased, Retailer name, Invoice/receipt number.
7. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
8. 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 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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. 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.
9. Incomplete or indecipherable entries will be deemed invalid.

10. Multiple entries are permitted, subject to the following: (a) only one entry permitted per Purchase in accordance with clause 6; (b) each entry must be submitted separately and in accordance with entry requirements.
11. Entrants must retain a copy of their purchase receipt/s for any and all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, at the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the Bravecto products purchased, the store of purchase, and that the purchase was made during the Competition Period but prior to entry.
12. 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.
13. There will be One (1) Prize Draw conducted for this Competition. The Draw will take place at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide SA 5000 on **Thursday 4 January 2018 at 11:00 AEDT**. The Winners will be notified by phone within two (2) business days of the draw, and a letter will be sent confirming their Prize. The Winners' names will be published online at bravectowin.com.au from **Friday 5 January 2018**.
14. There will be **Ten (10)** Prize Winners (the "Winners"). Prize (the "Prize") details are below

PRIZE	DESCRIPTION	RRP
10 x Prizes	• 10 x \$500.00 EFTPOS Gift Card	\$500.00

Total Prize value is \$5,000.00 (including GST)

15. In accepting the prize, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed, photographed and social media activity. The Winners grant the Promoter a licence to use any footage and photographs and the Winners will receive no fee if material is used.
16. The Prize cannot be transferred nor can the prize be redeemed for cash. The Winners should seek independent financial advice about any tax implications arising from the prize winning.
17. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
18. It is a condition of accepting the prize that the Winners must comply with all the conditions of use of the prize.
19. The EFTPOS gift card awarded to the Winners must be used in accordance with the terms and conditions applicable to the voucher as specified by EFTPOS Gift Cards. Further information can be found at www.eftposaustralia.com.au/contact-us/terms-conditions/.
20. Winners must claim their prize by 17:00 AEST on Thursday 5 April 2018. Subject to the direction of the competition regulators or applicable state government legislation, if a Prize remains unclaimed by this time, an Unclaimed Prize Draw will take place across all non-winning entries, at Ansible Pty Ltd, Level 1, 16 Anster Street, Adelaide SA 5000 on **Friday 6 April 2018 at 11:00 AEST**. The Winner/s will be notified by phone within two (2) business days

of the draw, and a letter will be sent confirming their Prize. The Winner/s' names will be published online at www.bravectowin.com.au from **Monday 9 April 2018**.

21. The Promoter and associated agencies, are not liable for any loss, damage, personal injury or death whatsoever (including, but not limited to, any direct, indirect or consequential loss) suffered or sustained in connection with this competition, the use of a prize or any act or omission (whether negligent or not) of the promoter, its associated agencies or any person associated with any of them, except to the extent that any liability cannot be excluded by law.
22. It is a condition of accepting the prize that the Winners may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
23. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to government legislation.
24. The Promoter, and Ensemble Australia, and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
25. 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 personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
26. 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 of a prize.
27. The Promoter, and Ensemble Australia and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; during any draw; whilst undertaking any travel won on or connected with their entry; or in the participation in any prize; as a consequence of late, lost or misdirected mail; in relation to failure of an entry to be received by the Promoter on account of technical problems or traffic congestion; arising from or related to any problem or technical malfunction of any computer equipment, software, internet

connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this Competition.

28. The Promoter, and Ensemble Australia assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available, subject to government legislation.
29. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to government legislation.
30. The Promoter is Intervet Australia Pty Limited ABN 79 008 467 034 of Level 1 – Building A, 26 Talavera Road, Macquarie Park NSW 2113.
31. Entry details remain the property of the Promoter. Intervet Australia Pty Limited is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying Winners), and, if the entrant consents to the purpose of sending entrants promotional and direct marketing material. If you would like to know more about our privacy policy, please go to <http://www.msd-animal-health.com.au/privacy.aspx> or if you would like to access, correct your personal information or have any questions or concerns please contact our Privacy Officer at Locked Bag 2234, North Ryde NSW 1670 T +61 2 8988 8000 or by sending an email to PrivacyOfficeANZ@merck.com
32. Permit Approvals: ACT: TP 17/01626, NSW: LTPS/17/16979