

## Simparica Trio Coffee Machine Promotion Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Simparica Trio Coffee Machine Promotion			
Promoter:	Zoetis Australia Pty Limited ABN 94 156 476 425, Level 6, 5 Rider Boulevard, Rhodes NSW 2138 Australia. Ph: 1800 963 847			
Promotional Period:	Start date: 01/02/23 at 09:00 am AEDT End date: 30/04/23 at 11:59 pm AEST			
Eligible entrants:	Entry is only open to Australian veterinary clinics that are customers of the Promoter.  Clinics must be within the Promoter’s trading terms throughout the Promotional Period and must not have overdue monies owing as at 01/05/23 in order to be eligible to claim any prize.			
How to Enter:	To enter the Promotion, an authorised representative of an eligible clinic (aged 18 years or over) must, during the Promotional Period, purchase a three (3) pack of Simparica Trio (to receive one (1) entry) OR a six (6) pack of Simparica Trio pack (to receive two (2) entries) directly through a Zoetis rep or online through Zoetis Direct at <a href="https://www.zoetis.com.au">https://www.zoetis.com.au</a> ("Participating Venues").  Entry will be automatically recorded by the Promoter on purchase.			
Entries permitted:	Multiple entries permitted, subject to the following: a) one entry for every three (3) pack of Simparica Trio purchased and two entries for every six (6) pack of Simparica Trio purchased; b) maximum of one (1) prize per clinic (excludes SA clinics); and c) each entry must be completed in accordance with the entry instructions above.			
Total Prize Pool:	AUD \$18,277.00			
Prize Description		Number of this prize	Value (per prize)	Winning Method
The prize is a Delonghi Nespresso Essenza Mini Coffee Machine with Milk Frother plus 180 Allpress coffee pod capsules, delivered at 60 Allpress coffee pod capsules per winning clinic per month, for 3 months.  The prize will either be awarded to the owner or the manager of the winning Australian veterinary clinic (as determined by the Promoter).		50	AUD\$365.54	Draw: computerised random selection – 09/05/23 at 12:00 pm AEST
Winner notification:	The winners will be contacted by using the contact details on file with the Promoter within seven (7) days of the draw (includes in writing). The winners will be published at <a href="https://www.zoetis.com.au/coffee_machine">https://www.zoetis.com.au/coffee_machine</a> on 16/05/23.			
Unclaimed Prizes:	Prizes must be claimed by 03/07/23 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 04/07/23 at 12:00 pm AEST at The Promotion Factory Pty Ltd - TPF Think, 33-41 Balmain Street, Cremorne VIC 3121, Australia. The winners of the redraw will be notified by using the contact details on file with the Promoter within seven (7) days of the redraw (includes in writing). The winners will be notified publicly (and their details published) at <a href="https://www.zoetis.com.au/coffeemachine">https://www.zoetis.com.au/coffeemachine</a> on 11/07/23.  If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="http://www.zoetis.com.au/coffeemachine">http://www.zoetis.com.au/coffeemachine</a>			

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of the Participating Venues, agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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.
5. Draw:
  - a) The draw will take place at The Promotion Factory Pty Ltd - TPF Think, 33-41 Balmain Street, Cremorne VIC 3121, Australia at 12:00 pm AEST on 09/05/23 using computerised random selection.
    - i) The first fifty (50) valid entries drawn will be the winners of the prizes specified in the Schedule above.
  - b) The draw conductor may draw reserve winners in case of ineligible or invalid entries.
  - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
12. No entry fee is charged by the Promoter to enter the Promotion.
13. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. For the purposes of public statements and advertisements, the Promoter may only publish the clinic's name and State/Territory or postcode of clinic.
15. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond

the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and clinic address). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
25. Authorised under: ACT Permit No. TP 23/00109, NSW Authority No. TP/02427 and SA Permit No. T23/38.