

## **“ELANCO SPRING 2019” PROMOTION**

### **TERMS AND CONDITIONS**

1. Instructions on how to claim and the gifts form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.
2. Claims are only open to Australian residents aged 18 years or over and business operating in Australia.
3. Offer commences on 01/08/2019 and ends on 31/10/2019 (“Offer Period”).
4. There are three (3) types of gifts available for redemption in accordance with clause 6, being: (a) 1x 10L Zolvix™ Plus valued at List Price \$1,858.00 (“**Gift 1**”); (b) 1x 5L Zolvix™ Plus valued at List Price \$953.00 (“**Gift 2**”); or (c) 1x 2.5L Zolvix™ Plus valued at List Price \$487.00 (“**Gift 3**”).
5. To be eligible to claim a gift, individuals must purchase, in a single transaction, any of the below qualifying purchases from a Participating Store during the Offer Period. A participating store is any AgLink, AgnVet, AIRR, Delta, CRT, Elders, Landmark and NRI store in Australia that displays material advertising this offer (“**Participating Store**”).
  - To qualify for Gift 1 purchase - 10 x 20L CLiK or CLiK Extra
  - To qualify for Gift 2 purchase - 5 x 20L CLiK or CLiK Extra
  - To qualify for Gift 3 purchase - 3 x 20L CLiK or CLiK Extra
6. All gifts will be awarded at the point of purchase, while stocks of gifts last. The number of gifts available in each Participating Store may vary and are strictly limited.
7. The Promoter reserves the right, at any time, to verify the validity of claims and claimant’s (including a claimant’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 claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise 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.
8. Incomplete transactions or transactions not paid for in full will be deemed invalid.
9. Multiple claims permitted however only one (1) claim is permitted per transaction.

10. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
11. The Promoter's decision is final and no correspondence will be entered into.
12. If for any reason a claimant does not take a gift at the time of making their qualifying purchase, then the gift will be forfeited.
13. Gifts are not transferable or exchangeable and cannot be taken as cash.
14. Employees (and their immediate families) of the Promoter, participating AgLink, AgnVet, AIRR, Delta, CRT, Elders, Landmark and NRI retailers and agencies associated with this promotion are ineligible to claim. 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 1<sup>st</sup> cousin
15. 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 claimant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
16. 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 promotion.
17. 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 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 gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a gift.

18. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.elancostatements.com/au/en/privacy/elanco-au](http://www.elancostatements.com/au/en/privacy/elanco-au). The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose claimant's personal information to any entity outside of Australia.
19. The Promoter is Elanco Australasia Pty Ltd (ABN 64 076 745 198) of 112 Wharf Road, West Ryde NSW 2114.