

Terms and Conditions of Entry for the "Jumbo Pets Pet Holiday Competition" (Promotion)

1. Information on how to enter and prize information form part of these terms and conditions of entry (**Terms**).
2. Entry into the Promotion is deemed acceptance of these Terms.
3. The entrant is responsible for ensuring his or her familiarity with these Terms at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Terms generally.
4. All entrants acknowledge that the Promoter can rely on these Terms even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
5. The Promoter's decision in relation to any aspect of these Terms and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter is Royal Canin Australia (ABN 88 092 020 178) Level 10/15 William Street, Melbourne VIC 3000.
7. The outlet participating in this Promotion is Jumbo Pets <https://www.jumbopets.com/> located in Australia (**Participating Outlet**). The participating Outlet will display promotion materials. If in doubt, an entrant may ask staff at an outlet whether or not they are participating in the Promotion.

PROMOTION PERIOD

8. The Promotion will commence at 00:01 AEST on **01/04/2018** and conclude at 23:59 AEST on **31/05/2018 (Promotion Period)**.

WHO CAN ENTER

9. Entry in the Promotion is only open to Australian residents aged 18 years and over, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including suppliers of the prizes);
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 9(a) of these Terms;
 - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrant). The persons referred to in paragraph 9(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

10. To enter the Promotion, an Eligible Entrant must, during the Promotion Period, purchase any ROYAL CANIN® product (**Eligible Product**) from the Participating Outlet while supplies last (**Qualifying Purchase**) (**Eligible Entry**).

An **Eligible Product** is any ROYAL CANIN® product.

11. Eligible Entrants will automatically receive one (1) entry into the Promotion for each Eligible Product purchased in a Qualifying Purchase, there is no limit to Eligible Entries on any given day

during the Promotion.

12.The Promoter is not responsible for technical difficulties with the entry mechanism.

13.Entries are deemed to be received at the time of receipt into the Jumbo Pets database.

VERIFICATION

14.If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:

- (a) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim a prize (if won) and compliance with these Terms; and
- (b) their Proof of Purchase that corresponds to all entries they have submitted in the Promotion.

15.If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry(s) submitted by the entrant will be deemed invalid. A prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

16.Entrants who enter using multiple aliases (i.e. multiple names, addresses and/or email addresses) will be disqualified.

17.If more than one person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.

PRIZE DRAWS AND PRIZE INFORMATION

18.A random electronic prize draw will be conducted by a representative of the Participating Outlet at **Jumbo Pets, 27 Badgally Rd, Campbelltown, QLD 2560** at 12 noon AEDT on 4/06/18 (**Outlet Prize Draws**).

19.The first Eligible Entrant with an Eligible Entry drawn in the Outlet Prize Draw will win a \$2000 Visa voucher (including GST) (**Prize**).

20.**Winners will be mailed the Prize to the same address as on their account.** Any costs associated with collection of the Prize are the responsibility of the respective Prize winner.

NOTIFICATION OF PRIZE WINNERS

21.Prize winners will be notified in writing and by phone.

UNCLAIMED PRIZE DRAW (IF ANY)

22.If the Prize is won by an Eligible Entrant and they do not claim their Prize by 11.00 AEST on **04/12/18**, a random electronic re-draw will be conducted at 12 noon AEST on **04/12/18** at the Draw Location by a representative of the Participating Outlet from all remaining Eligible Entries received in the respective Outlet Prize Draw, subject to any directions from the relevant state and/or territory gaming departments (**Re-Draw**).

NOTIFICATION OF RE-DRAW PRIZE WINNER/S (IF ANY)

23.Re-Draw winner/s (if any) will be notified in writing and by phone.

GENERAL

24.The total value of all Prizes available to be won in the Promotion is **\$2000** (including GST).

25.There will be 147 Participating Outlets taking part in the Promotion.

26. The Promoter accepts no responsibility for any variation in the value of the Prizes from the time of producing Promotion materials.
27. If the Promoter is unable to provide a Prize winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by state and/or territory gaming departments.
28. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries.
29. The Promoter does not warrant that the entry mechanism will be available, or a Participating Outlets will be open, at all times during the Promotion Period.
30. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to state and/or territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
31. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

32. The:

- (a) Promoter, the Promoter's related entities, the Participating Outlet and all agencies associated with the Promotion; and
- (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 32(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

33. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a Prize.
34. Prize winners must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to winning a Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
35. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

36. Immediately upon submission by an entrant, all entries become the sole property of the Promoter.
37. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting the winners.
38. Should an entrant's Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter by emailing sales@jumbopets.com.
39. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in

conducting this Promotion and as required, to Australian regulatory authorities.

PRIVACY POLICY

40. The Promoter (we, us or our) collects your personal information when you submit an entry to this Competition, including the personal information provided by Nominated Clubs.
41. We collect this personal information for the purposes of your entry into the Competition, and to send you marketing communications about our brands, products and/or services. We may also use the personal information you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.
42. If we do not collect the personal information you have provided in the entry form, you may not be able to submit a valid entry into the Competition and may not be able to receive communications about our brands, products and services which may be of interest to you.
43. We may disclose your personal information to our family of companies and to our vendors or service providers. We require these companies to comply with the Australian privacy laws that apply to your personal information.
44. Our privacy policy at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> contains information about:
 - how you may access the personal information that is held by us and seek correction of such information; and
 - how you may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds us, and how we will deal with such a complaint.
45. If you need to contact us, or have any questions, please use the online contact form or the other contact details on our Contact Page.

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