

## “ELANCO - VIPER & EXTINOSAD” PROMOTION

### TERMS AND CONDITIONS

1. Instructions on how to claim and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Claims are only open to Australian residents (end users). Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this promotion.
3. Employees (and their immediate families) of the Promoter 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.
4. Promotion commences for purchases on 01/08/2021 and all purchases must be made by close of business on 30/09/2021 (“**Purchase Period**”). Promotion commences for claims on 01/08/2021 and ends for claims at 11:59pm AEST on 31/10/2021, or once \$100,000 in redemptions has successfully been claimed, whichever is first to occur (“**Claim Period**”).
5. To be eligible to claim a prize, individuals must purchase in a single transaction, while stock is available, two (2) 20L drums of Extinosad™ Pour-On or four (4) x 20L drums of Viper from any retailer nationally that stocks Extinosad or Viper during the Purchase Period (“**Qualifying Transaction**”).
6. To claim a prize, individuals must then undertake the following steps during the Claim Period:
  - Visit <http://www.elancorewards.com.au>,
  - Click on the banner associated with the product they have purchased being either Extinosad or Viper;
  - Follow the prompts to the appropriate claim page and input the requested details including the name of the store in which the Qualifying Transaction was made, and the date the Qualifying Transaction was made;
  - Upload a copy of the purchase receipt for the Qualifying Transaction; and then
  - Submit the fully completed claim form so it is received during the Claim Period.
7. Subject to the limit outlined in clause 4, successful claimants will be entitled to claim \$100 EFTPOS Gift Card for making a Qualifying Transaction. Multiple claims are permitted. For clarity, if a claimant purchases four (4) 20L drums of Extinosad™ Pour-On in a single transaction and submits a claim in accordance with clause 6 above, the claimant will be entitled to two (2) x \$100 EFTPOS Gift Cards, subject to the limit of \$100,000 being available for redemption.
8. In addition to the above, if a claimant makes a Qualifying Transaction containing a minimum of six (6) 20L drums of Extinosad™ Pour-On or twelve (12) x 20L drums of Viper, they will be given the option to claim \$300 in EFTPOS Gift Cards (as per the above) or a

Genesis Power Doser valued at \$600 instead. Redemptions of a Genesis Power Doser valued at \$600 will form part of the \$100,000 available in redemptions.

If claiming a Genesis Power Doser™ for a purchase of 6 x 20L drums of Extinosad™ Pour-On, you will be supplied a 30mL Genesis Power Doser™ fitted with a 4 hole T bar. If claiming a Genesis Power Doser™ for 12 x 20L drums of Viper®, you will be supplied a 60mL Genesis Power Doser™ fitted with a 6 hole T bar.

9. 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.
10. Incomplete or indecipherable claims will be deemed invalid.
11. A claimant must retain their original purchase receipt for their claim as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of a claimant's claim and forfeiture of any right to a prize. Purchase receipt must clearly specify the store of purchase, the date of purchase and that an Eligible Product was purchased.
12. During the Purchase Period, Elanco will not accept any return(s) of 20L drums of Extinosad or Viper unless the product is defective, or otherwise in accordance with the Australian Consumer Law.
13. 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.
14. Successful claimants will be notified by email.
15. The Promoter's decision is final and no correspondence will be entered into.
16. Any ancillary costs associated with redeeming the Gift Card are not included. Any unused balance of the Gift Card will not be awarded as cash. Redemption of the Gift Card is subject to any terms and conditions of the issuer including those specified on the Gift Card.

The eftpos gift card is subject to the following Terms and Conditions:

- a) eftpos prepaid Gift Cards are issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 (Issuer).
- b) eftpos Gift Cards are valid for use at any eftpos terminal in Australia and require activation before use. The eftpos Gift Card cannot be used to withdraw cash.
- c) eftpos Gift Cards must be activated within 2 months of the issue date listed on your card.

- d) Activated eftpos Gift Cards are valid for twelve (12) months from date of issue on the card. Upon expiration, the gift card will not be available for use.
- e) eftpos Gift Cards are not transferable or exchangeable and cannot be redeemed as cash;
- f) Any ancillary costs associated with redeeming the eftpos Gift Cards are not included. This may include, for example, any fees charged by merchants for using the Card, or currency exchange fees;
- g) The Card is like cash and may not be replaced if misused, lost, stolen or damaged;
- h) If for any reason a claimant does not redeem the entire balance on the eftpos Gift Card by its expiry, any remaining balance on the eftpos Gift Card will be forfeited;
- i) Any unused balance on the eftpos Gift Card will not be redeemed as cash;
- j) Redemption of the eftpos Gift Card is subject to any terms and conditions of the Issuer including those specified on the eftpos Gift Card website located at [vaultactivation.com.au/#/terms](http://vaultactivation.com.au/#/terms)

The eftpos Gift Card must be activated within 2 months of the date noted on the letter to the Eligible Claimant. Upon activation by the Eligible Claimant, the Eligible Claimant has 12 months to use up the total value of the eftpos Gift Card. It is the Eligible Claimant's responsibility to activate the eftpos Gift Card in accordance with the terms and conditions set out by Vault Payment Solutions Group Pty Ltd available at [vaultactivation.com.au/#/terms](http://vaultactivation.com.au/#/terms). eftpos Gift Cards cannot be extended, refunded or replaced if the recipient has failed to activate the card within 2 months of the date on the supplied letter. Any balance remaining on an eftpos Gift Card after the 12 month expiry cannot be refunded or transferred to a new card. The Promoter takes no responsibility for eftpos Gift Cards that are lost or stolen, whether in the course of mailing or after receipt of the eftpos Gift Card, and any loss suffered by any Eligible Claimant as a direct or result of Vault Payment Solutions conduct.

- 17. If for any reason a claimant does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 18. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 19. Total value of all prizes available is \$100,000.
- 20. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 21. Claimants consent to the Promoter using their name, likeness, image and/or voice in the event they are a successful claimant (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).
- 22. 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 pandemic, 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

23. Any cost associated with accessing the promotional website is the claimant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically claim repeatedly is prohibited and will render all claims submitted by that claimant invalid.
24. 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.
25. 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of a prize.
26. 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. Claims are 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 <https://www.elanco.com.au/privacy-statement>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the claimant. 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 claims become the property of the Promoter. The Promoter will not disclose claimant's PI to any entity outside of Australia.
27. The Promoter is Elanco Australasia Pty Ltd (ABN 64 076 745 198) of Level 3, 7 Eden Park Drive, Macquarie Park, NSW, 2113.