Di-Vetelact 'Love your Pet' Promotion

Terms and Conditions

1. Information on how to enter the Di-Vetelact 'Love your Pet' Promotion (the "Promotion"), all entry instructions, advertising material and a description of the prizes that may be won in the Promotion form part of these Terms & Conditions of Entry. Participation in the Promotion constitutes acknowledgement and acceptance of these Terms & Conditions of Entry. Entries not complying with these Terms & Conditions of Entry are ineligible and the Promoter reserves its absolute right to disqualify any Entrant from the Promotion if any entries do not comply with these Terms & Conditions of Entry.

2. Definitions within this Promotion:

Prize - has the meaning given in clause 16 below.

Promotion - means the Di-Vetelact 'Love your Pet' Promotion, governed by these Terms & Conditions of Entry.

Promoter - means Lillelund Pty Ltd (ABN 41164057792) (which includes the Di-Vetelact brand), 27 Awatea Road, St Ives Chase NSW 2075.

Promotional Period - means 09:00 AEST Wednesday 20 May to 5:00pm AEST Friday 19 June 2020.

Eligible Entrant - means individuals who: a) are Australian residents over the age of 18 years; and b) are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and c) are registered Instagram users and enter into this Promotion in accordance with these Terms and Conditions.

Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (including adopted children), parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step- sister or first cousin.

- 3. The Promotion commences and ends as specified in the definition of Promotional Period.
- 4. Entry into the Promotion is free. Any costs associated with entering the Promotion including associated internet or mobile phone charges are not the responsibility of the Promoter.
- 5. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Sydney, which are Australian Eastern Standard Time (AEST). All times are stated using the 24-hour clock.
- 6. To enter the Promotion, Eligible Entrants must during the Promotion Period:
- i. Enter their details via the entry page at https://www.divetelact.com/di-vetelact. And

follow the Di-Vetelact Instagram page (at https://www.instagram.com/ di_vetelact_animal_care/)

7. The Promotion is a game of chance.

- 8. No responsibility will be taken by the Promoter for any ineligible, indecipherable, incomplete or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
- 9. The draw will take place at 11am on Monday 22 June 2020 at Lillelund Pty Ltd (ABN 41 164 057 792), 30 O'Brien Street, Bondi Beach NSW 2026. After the winning entry is drawn at random, we will check that the Instagram profile of the winning entry is following the @di_vetelact_animal_care Instagram page (at https://www.instagram.com/ di_vetelact_animal_care/) If the winning entries Instagram profile isn't following the Di- Vetelact Instagram page, the entry will be deemed invalid and another entry will be drawn. Entries will also be deemed invalid if contact details supplied in the entry form are incorrect and missing.
- 10. The prize winners will be notified via phone and email by midday on Tuesday 23 June 2020. The prizes will be delivered to winners via courier delivery. The prize winners will also be announced on the promotion page at https://www.divetelact.com/di-vetelact
- 11. If the prize winner does not claim their prize within 24 hours from the time of determination of that winner, their entry will be deemed invalid and the Promoter will redraw for another winner.
- 12. If the winner is invalid, that entry will be discarded, and the prize will be awarded to another entrant in accordance with clause 9.
- 13. There are 10 x prizes (total prize pool value of \$1564.60), each consisting of a Di- Vetelact Prize Pack valued at \$156.46, and consisting of:

Product	Quantity	RRP Each	RRP Total
Di-Vetelact OriginalDV 900g	1	\$47.99	\$47.99
Di-Vetelact OriginalDV 375g	3	\$29.99	\$89.97
Di-Vetelact OriginalDV 27g	5	\$3.70	\$18.50
		Total	\$156.46

- 14. Prize values are accurate as at Friday 8 May 2020. The Promoter accepts no responsibility for any change in prize value between now and when the prize is sent to the winner. The winner is not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.
- 15. Prizes will be delivered by courier to the winners.
- 16. The Prize is not transferable or exchangeable and cannot be redeemed for cash.

- 17. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prize. Independent financial advice should be sought.
- 18. The Promoter may, at its absolute discretion, disqualify any Eligible Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
- i. Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
- ii. Tampers with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
- iii. Acts in a disruptive manner; or
- iv. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
- v. Fails to produce items as required or produces items that, in the Promoters opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or vi. Deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition; or
- vii. Acts in violation of these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19. Once prizes have been despatched by the Promoter, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
- 20. The Promoter and its agencies and companies associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to the Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- 21. Certain legislation may imply warranties or conditions or impose other obligations including statutory consumer guarantees which cannot be excluded, restricted or modified except to a limit extent. To the extent permitted by law, the Promoter excludes all guarantees, warranties, conditions or other terms that apply under or are implied by statute, common law or trade custom or usage.
- 22. If in the conduct of this Promotion the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the Australian Consumer Law or is implied by any other commonwealth, state or territory law that cannot be excluded, the promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won.
- 23. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or

any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, 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 any written direction given by regulatory authorities.

- 24. 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.
- 25. The Promoter may use any personal information that the entrant has provided for the purpose of running the Promotion and, where appropriate, awarding prizes. If the personal information requested is not provided, the entrant cannot participate in the Promotion and is deemed ineligible. The Promoter may, in the event the Eligible Entrant is a winner, publish or cause to be published the winner's name and locality in any media, as required under the applicable State or Territory legislation. For these purposes the Promoter may publish the winner's full name and state. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. The Promoter is bound by the National Privacy Principles contained in the Privacy Act (Cth) 1988.
- 26. By entering this competition you are agreeing to receive email communications from Lillelund Pty Ltd (including it's brand Di-Vetelact).
- 27. To request access to, or to update, personal information the Promoter holds about them, Eligible Entrants can contact the Promoter in writing at Lillelund Pty Ltd, PO Box 496, Vaucluse NSW 2030.
- 28. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final, and no correspondence will be entered into.
- 29. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. Any questions, comments or complaints regarding the promotion must be directed to Lillelund Pty Ltd, not to Facebook. The information you provide will only be used in the ways outlined in these Terms and Conditions.
- 30. Approved in NSW under permit number LTPS/20/43663