

## **Bravecto® Social Media competition – What your Pet Means to You**

### **["the Competition"]**

#### **Terms and Conditions**

1. The Competition is conducted by Intervet (Pty) Ltd, Registration Number \_1984/006837/07.

#### **2. How to Enter**

2.1 This Competition will commence on 2<sup>nd</sup> June 2020 at 08h00 and close on 24<sup>th</sup> June 2020 at 17h00.

2.2 Entry into the Competition works as follows:

2.2.1 Entrants will be required to Comment on Facebook with a short sentence and a picture. To enter via Instagram, entrants will be required to follow Bravecto®'s page (@bravectosouthafrica), post a picture of their pet to their public Instagram, comment on what their pet means to them in the caption. Lastly entrants will need to tag @bravectosouthafrica in their post with the hashtag #BravectoFam.

2.2.2 On Thursday 11<sup>th</sup> and 25<sup>th</sup> June 2020, a winner will be announced. These winners will be selected by a random generator and will be contacted and announced on social platforms.

2.2.3 Entry into the Competition is free.

#### **3. Who can Enter and Conditions of Entry**

3.1 The Competition is open to South African residents.

3.2 Entrants must be 18 years or older, be a citizen or permanent resident of the Republic of South Africa and be in possession of the relevant identification documents verifying such status.

3.3 Employees, officers, directors, dealers and agents of Intervet (Pty) Ltd and affiliated companies and affiliated and subsidiary companies, representatives, legal advisors, any other advertising, promotion, and fulfilment agencies, and the immediate family or members of their same households (whether related or not) of such employees are not eligible to enter the Competition.

3.4 Multiple entries per Entrant will be permitted.

3.5 The Competition is governed by the laws of the Republic of South Africa.

3.6 By entering the Competition, Entrants agree to be bound by these Terms and Conditions. Intervet (Pty) Ltd reserves the right to modify the content of these Terms and Conditions with retrospective effect should modification be required to ensure the proper execution of the Competition.

3.7 Intervet (Pty) Ltd reserves the right to withdraw and/or cancel the Competition at any time.

3.8 Intervet (Pty) Ltd or its agencies will not be responsible for the non-inclusion of entries as a result of technical failures or otherwise, including any such failure which is within the control of Intervet (Pty) Ltd or its agencies. Proof of submission of entry is not proof of receipt of entry. Intervet (Pty) Ltd accepts no responsibility for system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications.

#### **4. All Winners**

4.1 The Participants selected by the random generator will be the winners.

4.2 The Winners will be required to confirm eligibility plus acceptance of the Prize within 48 (forty-eight) hours of initial contact. In the event that a Winner does not respond to communications within the 48 (forty-eight) hours of initial contact, the Winner will forfeit the Prize and Intervet (Pty) Ltd reserves the right at its sole discretion to award the Prize to another Entrant.

#### **5. Prize**

5.1 There will be two draws that consist of a main prize, which shall consist of 1 years' worth of Bravecto® for one dog as well as a R1000 Pet Heaven online voucher.

5.2 Unless expressly stated in these Terms and Conditions, all other expenses and/or costs are the sole responsibility of the Winners.

5.3 The entry and Prizes are personal and non-transferable. No cash alternative or other Prize alternatives are available except as may be required in terms of Clause 5.1.

5.4 The decision of Intervet (Pty) Ltd is final and binding in all matters relating to the Competition and Intervet (Pty) Ltd will not enter into any further negotiations in relation to the Competition.

5.5 Intervet (Pty) Ltd may refuse at its discretion to award a Prize to a particular Winner, if in its opinion any entry conditions have not been adhered to, or if it detects any irregularities or fraudulent activities, relating to the entry/s of a said Winner.

5.6 Intervet (Pty) Ltd reserves the right to request the Winner to participate in public events in relation to the Competition. In particular, Intervet (Pty) Ltd may wish to publish the Winner's name and photographs on the Bravecto® South Africa Facebook page and/or on their website or another social media page or webpage.

5.7 All Entrants and the Winners, as the case may be, indemnify Intervet (Pty) Ltd, its parent company, affiliates, directors, officers, suppliers and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way whatsoever in the Competition (including, as a result of negligence, misrepresentation, misconduct or otherwise on the part of Intervet (Pty) Ltd).

5.8 Intervet (Pty) Ltd accepts no responsibility of whatsoever nature for any injury, loss, expense or damage suffered or incurred by any Entrant or the Winner as a result of participating in the Competition or as a result of accepting and use of the Prize.

5.9 The Winners will not be eligible to win another Intervet (Pty) Ltd competition for a period of 3 (three) months after winning the Prize.

## **6. Winners**

6.1 The Winners will be required to confirm eligibility plus acceptance of the Prize within 48 (forty-eight) hours of initial contact. In the event that a Winner does not respond to communications within the 48 (forty-eight) hours of initial contact, the Winner will forfeit the Prize and Intervet (Pty) Ltd reserves the right at its sole discretion to award the Prize to another Entrant.

6.2. Use of Personal Identifiable Information:

6.2.1. Entrants' Personal Identifiable Information will be collected by Intervet (Pty) Ltd for the purpose of conducting and promoting the Competition (including, but not limited to determining and notifying the Winner). Entrants' personal information may be disclosed to agencies employed by Intervet (Pty) Ltd to conduct the Competition.

6.2.2. Personal Identifiable Information collected in connection with the Competition will be used in accordance with these Terms and Conditions and Intervet (Pty) Ltd Privacy Policy.

6.2.3. By the submission of Personal Identifiable Information in connection with an entry, Entrants consent to the use and disclosure thereof in terms of Intervet (Pty) Ltd Privacy Policy and these Terms and Conditions. Entrants further agree that they will not submit any information containing the images

or voices of any other person unless the Entrant has received prior consent from that person to such submission and his/her consent to use thereof connection with the Competition.

### 6.3. Use of images and video footage:

6.3.1. Any images and video footage submitted in connection with the Competition will be displayed on the Intervet (Pty) Ltd Animal Health's Facebook page, Instagram page and/or on their web pages.

6.3.2. By entering the Competition, Entrants agree that images and video footage may be broadcast via digital feeds or printed for physical events, and further that these images can be used for marketing and promotional material and activities by Intervet (Pty) Ltd and affiliated companies during and beyond the Competition at its discretion and as is required.

6.3.3. Entrants grant to Intervet (Pty) Ltd, its affiliates and sub-licensees, a non-exclusive worldwide, royalty-free licence to use, copy, display publicly, distribute, modify and alter any materials, including without limitation video/text/photo material, submitted in connection with the Competition (to the extent not assigned to Intervet (Pty) Ltd hereunder), with the right to sublicense and assign the foregoing rights. Each Entrant hereby represents that they own all rights to materials, including without limitation video/text/photo material, submitted in connection with the Competition.

6.3.4. Intervet (Pty) Ltd does not condone submissions that are untrue, contain copyrighted content; condone or promote illegal activity; are derogatory to members of a particular race, nationality, sex, sexual orientation or religion or incite hatred of particular groups; are abusive, bullying or name calling of other people; are cruel to animals; that contain excessive use of vulgar language; that in any way expose information of a private nature; are spam; are pretending to be someone famous; compromise children's safety; depict cigarettes, alcohol, drugs or nudity in the presence of children; display images of full nudity; are sexually explicit; depict violence, sadism or cruelty; include weapons or imitation weapons; condone illegal drug usage; represent any corporation negatively; include any personal or commercial solicitation or advertising; include broadcast material from TV or radio; are political in any way; or contain sensitive information about someone's mental or physical health. Any submissions which contain the aforementioned content will be marked as inappropriate, deleted and may be reported to the appropriate authorities.

6.3.5. Submissions must not contain I) defamatory statements, ii) threats to any person, place, business, or group, iii) any dangerous behaviour, iv) any unacceptable clothing or adornments, v) any commercial/corporate advertising, or vi) any indecent behaviour, profanities or obscenities.

6.3.6. Submissions must not: I) disparage persons or organisations associated with Intervet (Pty) Ltd products, ii) invade privacy or other rights of any person, entity, or iii) in any other way violate

applicable laws and regulations. Intervet (Pty) Ltd reserves the right in its sole discretion to disqualify any entry that, in its sole opinion, refers, depicts or in any way reflects negatively upon Intervet (Pty) Ltd or any other person or entity, or does not comply with these requirements or these Terms and Conditions.

6.3.7. Intervet (Pty) Ltd reserves the right to remove any inappropriate content at any time at its sole discretion.

6.4. Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of this Competition is a violation of legislation and should such an attempt be made; Intervet (Pty) Ltd reserves the right to seek damages from any such Entrant to the fullest extent permitted by law.

6.5. Intervet (Pty) Ltd is not responsible for any technical malfunction of any computer online systems, servers or providers, computer equipment, software failure of any email or entry to be received on account of technical problems of traffic congestion on the Internet, telephone lines or at any website, or combination thereof, including any injury or damage to an Entrant's or any other person's computer or mobile telephone related to or resulting from participation in relation to the Competition. By entering the Competition, Entrants agree that no claim relating to any such loss or injury (including without limitation special, indirect or consequential losses) shall be asserted against Intervet (Pty) Ltd.

6.6. This Competition is not sponsored, endorsed or administrated by Facebook, Twitter or Instagram. You are providing your information to Intervet (Pty) Ltd and not to social platforms. The information you provide will only be used by Intervet (Pty) Ltd.

## **7. Entrant Consent**

By submitting an entry, each Entrant hereby consents to the recording, use and reuse by Intervet (Pty) Ltd and any of its respective licensees, assigns, parents, subsidiaries, divisions, business units, or affiliated entities and each of their respective employees, agents, officers and directors (collectively "Releasees") of the Entrant's voice, actions, likeness, name, appearance and biographical material (collectively "Likeness") in any and all media now known or hereafter devised, worldwide, in perpetuity, in or in connection with the Competition. The Entrant agrees that the Releasees may use all or any part of the Entrant's Likeness, and may alter or modify it, regardless of whether or not it is recognisable. The Entrant further agrees that the Releasees may use the Entrant's Likeness, and the Entrant hereby assigns and agrees to assign to Intervet (Pty) Ltd the content developed and generated as a result of the entry in the Competition (including any Review written by the Entrant). Without

prejudice to the foregoing, the Releasees may use the content developed and generated by the Competition (including any Review) in connection with any promotion, publicity, marketing or advertisement arising out of or in connection with the Competition in any manner whatsoever. The Entrant releases the Releasees from any and all liability arising out of its use of the Entrant's Likeness, the video/text/photo and/or the Review. The Entrant hereby acknowledges and affirms that all actions and statements made by the Entrant are the Entrant's own, made of the Entrant's own free will, and are truthful to the best of the Entrant's knowledge. The Entrant agrees not to make any claim against the Releasees as a result of the use of the Entrant's Likeness, video/text/photo and/or the Review (including, without limitation, any claim that such use invades any right or privacy and/or publicity).

## **8. Privacy Policy**

Please read the Intervet (Pty) Ltd Privacy Policy: [www.msd.com/privacy](http://www.msd.com/privacy)