

PET CIRCLE “ADVANCE™ PAWTERNITY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.-
3. Employees (and their immediate families) of the Promoter, Pet Circle (Millell Pty Ltd ABN 17 148 151 213) and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
4. Entries into the promotion open at 9am AEDT on 19/10/2020 and close at 11:59pm AEDT on 29/11/2020 (“**Promotional Period**”).
5. To enter individuals must undertake the following steps during the Promotional Period:
 - Visit <https://www.petcircle.com.au/discover/advancepawternity>, and follow the prompts to the competition entry page;
 - Input the requested details including their full name, valid email address, residential address and contact phone number;
 - Input an answer to the questions regarding their pet (or intended future pet if they do not currently own a pet) and an answer to the Promotional Question “Tell us about your new pet, or plans for a new pet” in 25 words or less; and then
 - Submit the fully completed online entry form.
6. This is a game of skill and chance plays no part in determining the winner(s).
7. Only one (1) entry is permitted per person.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’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 entry 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.
9. Incomplete or ineligible entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

11. The Promoter's decisions are final and no correspondence will be entered into.
12. The judging will take place commencing at 10:00am AEDT on 04/12/2020. Each entry will be individually judged by representatives of the Promoter based on literary and creative merit of the answer provided to the Promotional Question. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
13. The best three (3) valid entries, as determined by the judges, will each provisionally win the Major Prize of a week's PAWternity leave awarded in the form of a \$1,500 PrePaid Visa Gift Card.
14. The next two (2) best valid entries, as determined by the judges, will each provisionally win a Dyson V11 Outsize vacuum valued at \$1299 (RRP inc GST). This product will be provided via Appliances Online and mailed directly to the winners. See Clause 19 for further details on prize fulfillment dates.
15. The next four (4) best valid entries, as determined by the judges, will each provisionally win assistance with their initial vet checkups and vaccinations awarded in the form of a \$500 PrePaid Visa Gift Card.
16. The next ten (10) best valid entries, as determined by the judges, will each provisionally win a 3 month supply of ADVANCE Pet food (either dog or cat) valued at up to RRP\$300. The 3 month supply of ADVANCE Pet food will be calculated based on the average weight/size and activity level (and corresponding essential nutritional needs) of the winner's selected pet up to the total value of RRP\$300 (being the estimated max supply value for a large, active pet). Once confirmed, the Promoter will arrange an Auto Delivery service between Pet Circle and the winner for a 3 month period, and auto deliver the ADVANCE pet food required at nominated intervals for the duration of the prize.
17. The next eight (8) best valid entries, as determined by the judges, will each provisionally win a \$250 credit loaded to their Pet Circle Account. If a winner does not have a Pet Circle Account, the winner can create one online (at no cost) at <https://www.petcircle.com.au/register>.
18. Provisional winners will be notified by telephone and email within 2 business days of the judging date, and may be asked to provide information necessary for verification of their entry.
19. Subject to verification of each provisional winner's entry, Prizes will be sent to each winner's Australian residential address as provided in their entry form within 28 days. The Promoter takes no responsibility for an incorrect postal address being provided when entering the promotion or during the verification process, and once dispatched the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way. It is the winner's responsibility to notify the Promoter of any changes to their postal address.
20. Any ancillary costs associated with redeeming a prize are not included. Any unused balance of the PrePaid Visa Gift Card or Pet Circle credit will not be awarded as cash. Redemption of a PrePaid Visa Gift Card or Pet Circle credit is subject to any terms and conditions of the issuer including those specified on the voucher/gift card.

See <https://www.petcircle.com.au/terms-of-use> for the Pet Circle Account terms of use. PrePaid Visa Gift Cards are subject to the following terms and conditions:

Recipients/Cardholders to activate cards on receivership. Activation details are printed on the presentation wallet. Activation Expiry - 6 months activation expiry on cards from the dispatch date. Spend Expiry - 12 months spend expiry on cards from the dispatch date. Cards function in all outlets accepting Eftpos. 'Cash Out' functions at ATMs and retailer terminals are Disabled. Eftpos transaction fees are born by iGoDirect Group and built into card costs. All cards are posted 'inactive' & require activation prior to use. Cards will be ready to use within 1 business day from the activation request. We do not provide Bulk activations, cards will be issued for individual cardholder activation only. iGoDirect Group are not liable for lost/stolen gift cards. Lost or stolen cards should be reported to iGoDirect Group for investigation. Replacement cards will be issued at iGoDirect Group discretion where there are remaining funds available and fees apply to cancel & replace cards which have been delivered &/or activated. If approved, replacement card(s) will be issued on a standard design with the same expiration as the cancelled card(s). Cards can be activated at any point prior to the activation expiry. Any remaining balances on inactive cards will be forfeited by the card holder and client at the activation expiration date. Any remaining balances on activated cards will be forfeited by the card holder and client at the spend expiration date.

21. Prizes must be claimed by 05/01/2021. If for any reason a winner does not take a prize (or part of a prize) by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited.
22. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
23. Total prize pool value is \$14,098 (incl GST). Prizes (or any unused portion of a prize) are not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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), and promoting any products manufactured, distributed and/or supplied by the Promoter.
25. 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 entrant; or
 - b) to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. 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.

28. 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 entry or prize 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 winner or entrant; or
 - f) use of a prize.
29. Pet Circle Pty Ltd (“**Pet Circle**”) will collect and hold all entrants’ personal information in order to organise their participation in the Promotion, determination of the winners and for communication with each entrant in relation to this activity. Personal data may be sent to third party companies who are involved in facilitating the promotion (including the Promoter), including to conduct the draw and notify the winners. By providing the information requested, all entrants consent to third party organisation(s) using that information for the purposes of disclosure of the information to prize suppliers and for the purpose of communicating with entrants in relation to the Promotion. Entrants are not obliged to provide personal information, however any entrant who does not provide the required personal information will be deemed ineligible to participate in the Promotion. Pet Circle’s privacy policy contains information about how the entrant may access, update and seek correction of the personal information Pet Circle holds about them and how the entrant may complain about any potential breach by Pet Circle of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. Personal information collected from entrants may be shared outside of Australia, see the Pet Circle Privacy Policy for further infoamation. For the purposes of public statements and advertisements, Pet Circle will only publish the winner’s surname, initial and State/Territory or postcode of residence. For further information on how personal information will be used and Pet Circle’s privacy policy, please refer <https://www.petcircle.com.au/privacy>.
30. The Promoter is Mars Australia Pty Ltd, trading as Mars Petcare Australia (ABN 48 008 454 313) of 1 Petcare Place, Wodonga, Victoria 3690