

Outlet Terms & Conditions

Bravecto® 2023 Vet Practice / Bravecto® Outlet Less Pests Less Stressed Competition

["the Competition"]

Terms and Conditions

1. The competition is conducted by Intervet South Africa (Pty) Ltd, Registration Number 1991/006580/07 known as MSD Animal Health.
2. **How to Enter**
 - 2.1 This Competition will commence when the campaign point of sale elements are on display in the outlet and close on 16 April at 00h00.
 - 2.2 Entry into the Competition works as follows:
 - 2.2.1 OUTLET competition.
 - 2.2.1.1 Outlets will be required to display the campaign point of sale items provided by Bravecto® in their outlets.
 - 2.2.1.2 For every Bravecto® product bought by a client that enters the competition the outlet will also receive an entry into the draw.
 - 2.2.1.3 For every client that enters the competition, downloaded, and registered on the Bravecto® Rewards and Reminders app the outlet will receive an additional entry.
 - 2.2.1.4 Intervet (Pty) Ltd will do a random draw of all qualifying competition entries and announce the winners on 21 April 2023.
 - 2.2.2 Entry into the Competition is free granted that the relevant actions above have been taken.
3. **Who can Enter and Conditions of Entry**
 - 3.1 The Less Pests Less Stressed competition is open to selected registered veterinary practices or online stores that distribute Bravecto®.
 - 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 MSD Animal Health 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 One entry will be permitted per Bravecto® product bought with a competition entry.
 - 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. MSD 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. 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 MSD or its agencies. Proof of submission of entry is not proof of receipt of entry. MSD 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. **Prizes**
 - 4.1 Cash cards valued at R5,000 (five thousand rand, each) for the outlet.
 - 4.1.1 Twenty (20) winners to be announced.
 - 4.2 The entry and prizes are non-transferable. No cash alternative or other Prize alternatives are available.
 - 4.3 The decision of MSD Animal Health is final and binding in all matters relating to the Competition and MSD Animal Health and the participating veterinary practice will not enter into any further negotiations in relation to the Competition.
 - 4.4 MSD Animal Health 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.
 - 4.5 MSD Animal Health reserves the right to request the Prize winners to participate in public events in relation to the Competition. In particular, MSD Animal Health may wish to publish the winners name and photograph/s on the Bravecto® South Africa Facebook page and/or on their website or another social media page or webpage.
 - 4.6 All Entrants and the Winners, as the case may be, indemnify MSD Animal Health, 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 howsoever in the Competition (including, as a result of negligence, misrepresentation, misconduct or otherwise on the part of MSD Animal Health).

- 4.7 MSD Animal Health 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.
- 4.8 The Winners will not be eligible to win another MSD Animal Health competition for a period of 3 (three) months after winning the Prize.

5. **Winners**

6.1. Use of Personal Identifiable Information:

- 6.1.1. 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 MSD Animal Health reserves the right at its sole discretion to award the Prize to another Entrant.
- 6.1.2. Entrants' Personal Identifiable Information will be collected by MSD Animal Health 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 MSD Animal Health to conduct the Competition.
- 6.1.3. Personal Identifiable Information collected in connection with the Competition will be used in accordance with these Terms and Conditions and MSD Animal Health's Privacy Policy. This policy can be viewed at www.msd.com/privacy
- 6.1.4. By the submission of Personal Identifiable Information in connection with an entry, Entrants consent to the use and disclosure thereof in terms of MSD Animal Health's 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.

6.2. Use of images and video footage:

- 6.2.1. Any images and video footage submitted in connection with the Competition will be displayed on the MSD Animal Health's Facebook page, Instagram page and/or on their web pages.
 - 6.2.2. 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 MSD Animal Health and affiliated companies during and beyond the Competition at its discretion and as is required.
 - 6.2.3. Entrants grant to MSD Animal Health, 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 MSD Animal Health 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.
 - 6.2.4. MSD Animal Health or any other person or entity, or does not comply with these requirements or these Terms and Conditions.
- 6.3. 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; MSD Animal Health reserves the right to seek damages from any such Entrant to the fullest extent permitted by law.
 - 6.4. MSD Animal Health 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 MSD Animal Health.

7. **Entrant Consent**

By submitting an entry, each Entrant hereby consents to the recording, use and reuse by MSD Animal Health 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 MSD Animal Health 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 click here to read the MSD Animal Health Privacy Policy: www.msd.com/privacy