

## **HILL'S PET NUTRITION SOUTH AFRICA (PTY) LTD - FREE LARGE DOG BED PROMOTION TERMS & CONDITIONS ("T & Cs")**

PROMOTER NAME AND ADDRESS: Hill's Pet Nutrition South Africa (Proprietary) Limited

REGISTRATION NUMBER: 2011/000960/07

ADDRESS: 16 Victoria Avenue, Hout Bay, Cape Town, South Africa

PROMOTION START DATE: 00h01 SAST on 16 October 2023

PROMOTION CLOSING DATE: 16 November 2023 or until stocks last

GIFT: Large Dog Bed

### **FREE SMALL DOG TOY PROMOTION T & Cs**

- Rules:** These T & Cs apply to applications into the **Hill's Pet Nutrition South Africa (Pty) Ltd** (the "**Promoter**") **Free Large Bed Promotion** . By entering into this Promotion, you agree, on behalf of yourself and any person with whom you may share any benefit with (ie spouse, life partner) (if applicable), to be bound by these T & Cs . If you do not agree to these T & Cs, you must not apply for this Promotion. The Promoter reserves the right, acting reasonably, to disqualify participants who do not comply with these T & Cs.
- Who may apply:** Any South African and Namibian citizen resident in that country and over the age of 18, who purchases Hill's pet food of a minimum spend as set out in 3 below ("**Criteria**"). This Promotion is not open to directors, members, partners, employees, agents or consultants of the Promoter, any person who controls or is controlled by the Promoter, or any supplier of goods or services in connection with the Promotion, or their respective spouses, life partners, business partners or immediate family members.
- How to Apply:** Participants must purchase any 2 bags of any Hill's Science Plan Dry dog food between 10kg and 18kg or Prescription Diet Dry Dog Food between the sizes of 10kg and 16kg which will entitle the participant to receive one free Large dog bed as per the offer.
  - When Outlets choose to participate in this Promotion, they are required to run the Promotion in line with the Promoter's advertised offer unless an exception to deviate has been approved by the Promoter. If the Outlet has been approved to deviate from the advertised offer, it should still be reasonable in line with the Promoter's pet parent offer.
  - Outlets reserve the right to participate in the Promotion.

- The Promoter cannot be held liable if Outlets do not carry stock of the promotional products.
- This Promotion may not be used in conjunction with any other offer.

4. **Benefit:** The benefit described above will be provided by the Promoter to the participant.

The benefit does not include any other costs or expenses relating to the benefit or the enjoyment of the benefit not expressly specified in these T & Cs. There is no cash or other alternative to the benefit in whole or in part. The benefit is not transferable. Misuse of the benefit constitutes fraud.

You may not receive this benefit if it is unlawful in any way for the Promoter to supply this benefit to you. If you do receive this benefit, and it is unlawful for the Promoter to award it to you (for whatever reason), the benefit will be forfeited.

5. **WARNING: The dog beds are designed to be safe. Always keep an eye open whilst they are being used. In the event that the dog bed has been ripped open, take it away and dispose of it immediately.**
6. **Personal information:** By participating in the Promotion, you consent to the collection, use, storage, disclosure and processing of your personal information by the Promoter for a reasonable period for the purposes of administering the Promotion, providing the benefits and other activities as contemplated in these T & Cs. The types of personal information that the Promoter may collect includes information necessary for its legitimate business interests and the categories of personal information identified in relevant data protection laws in South Africa. This may include your name, identity number, e-mail, physical and postal addresses, contact information, and other information you provide when entering and participating in the Promotion.

The Promoter may use your personal information:

- (i) to update the Promoter's existing records;
- (ii) for the purpose of administering customer relations; and
- (iii) to make information available on future promotions which the Promoter may conduct.

Your personal information will also be collected, used, stored, disclosed and processed in accordance with the Promoter's Privacy Policy.

7. **Promoter's Decision:** The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.
8. **Cancellation and amendment:** The Promoter reserves the right, acting reasonably, to cancel or amend the Promotion due to events or circumstances arising beyond its control which prevent the Promoter from conducting the Promotion as intended. You are entitled to withdraw from the Promotion if you

do not agree with any amendments made by the Promoter. As far as the law allows, if the Promoter cancels the Promotion or amends these T & Cs, you will have no claim against the Promoter.

9. **Participant's warranties:** You represent and warrant that the information provided is true and accurate.
10. **No warranties and exclusion of liability:** As far as the law allows, and subject to 13:

(i) all warranties and representations in relation to the benefits not set out in these T & Cs (whether express, implied or tacit) are hereby excluded;

(ii) the Promoter, its associated companies, and their respective directors, officers, employees and agents will not be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause which may be suffered as a result of entering the Promotion, the provision or use of the benefit, or any act or omission of any other person.

This clause 10 does not purport to limit or exempt the Promoter for any loss directly or indirectly attributable to its gross negligence or that of any person acting for or controlled by it.

11. **Law and jurisdiction:** These T & Cs shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the High Court (Western Cape High Court, Cape Town) in respect of all matters arising out of or in connection with the Promotion or these T & Cs.
12. **Severability:** If any provision of these T & Cs is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these T & Cs and shall not affect the validity or enforceability of any remaining provisions.
13. **Consumer Protection Act:** It is not intended that any provision of these T & Cs contravenes any provision of the Consumer Protection Act, 68 of 2008, and therefore all provisions of these T & Cs must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.
14. **Availability of these T & Cs:** A copy of these T & Cs may be obtained by contacting the Promoter at [infoZA@hillspet.com](mailto:infoZA@hillspet.com) or on the Toll free helpline 0800 228 783. Alternatively, these T & Cs are also available on the Promoter's website at [www.HillsTransformingLives.co.za/Promotions](http://www.HillsTransformingLives.co.za/Promotions).