

HILLS PET NUTRITION SOUTH AFRICA CAT TOY PROMOTION RULES

PROMOTER NAME AND ADDRESS: Hill's Pet Nutrition South Africa (Proprietary) Limited
Registration number 2011/000960/07,
16 Victoria Avenue, Hout Bay
Cape Town, South Africa

PROMOTION START DATE: 00h01 SAST on 28 April 2022

PROMOTION CLOSING DATE: 31 May 2022 or until stocks last

GIFT: Cat Wand Toy

CAT TOY PROMOTION TERMS & CONDITIONS

1. **Rules:** These rules apply to applications into the **Hill's Pet Nutrition South Africa Free Cat Toy Promotion ("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 rules. If you do not agree to these rules, you must not apply for this Promotion. The Promoter reserves the right, acting reasonably, to disqualify participants who do not comply with these rules.

2. **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.

3. **How to Apply:** Participants must purchase a bag of Hill's Science Plan or Prescription Diet Dry Cat Food from size 1.5kg and up which will entitle the participant to receive a free Toy as per the offer.

- The Promoter's recommended minimum purchase requirements are recommendations only and participating Hill's stockists ("**Outlets**") are under no obligation to comply with these recommendations.
- The Outlets are entitled to alter, amend or adjust the promotional guidelines at their discretion.
- Outlets reserve the right to participate in the Promotion.
- Promoter cannot be held liable if Outlets do not carry stock of the promotional products.

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 rules. 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. **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 rules. 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.

6. Promoter's Decision: The decision of the Promoter in all matters is final and binding on you and no correspondence will be entered into.

7. 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 rules, you will have no claim against the Promoter.

8. Participant's warranties: You represent and warrant that the information provided is true and accurate.

9. No warranties and exclusion of liability: As far as the law allows, and subject to 12:

(i) all warranties and representations in relation to the benefits not set out in these rules (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 9 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.

10. Law and jurisdiction: These rules shall be governed by the laws of South Africa. The participant consents to the non-exclusive jurisdiction of the High Court (Gauteng Local Division, Johannesburg) in respect of all matters arising out of or in connection with the Promotion or these rules.

11. Severability: If any provision of these rules is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these rules and shall not affect the validity or enforceability of any remaining provisions.

12. Consumer Protection Act: It is not intended that any provision of these rules contravenes any provision of the Consumer Protection Act, 68 of 2008, and therefore all provisions of these rules must be treated as being qualified, if necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

13. Availability of these rules: A copy of these rules may be obtained by contacting the Promoter at infoZA@hillspet.com or on the Toll free helpline 0800 228 783.