



BAYER NEW ZEALAND LIMITED

WATCH OUT FOR WORMS SNAPCHAT COMPETITION

The Promoter

1. The promoter is Bayer New Zealand Limited (company no. 17012) of 3 Argus Place, Hillcrest, Auckland 0627, New Zealand (**Promoter**).

Conditions of entry

2. Information on how to enter Bayer 'Snapchat yourself' promotion (**Promotion**) and on the prizes forms part of these terms and conditions. Participation in the Promotion is deemed acceptance of these and any other applicable terms and conditions (together the **Terms and Conditions**). Any entry not complying with the Terms and Conditions is invalid.
3. Entry into the Promotion is open to New Zealand residents who are aged 18 years or over. Employees and directors of the Promoter and the immediate families of employees and directors of the Promoter are not eligible to enter.

How to enter

4. To enter, participants must use the Drontal custom lens via the Snapchat Application on a smartphone to photograph themselves (either with or without their pet) and then save and post the image, either on the Bayer NZ Pets Facebook page or via Instagram with #BayerNZPets tagged within the post.
5. Entries via Instagram must be made via posts, rather than Instagram stories.
6. There is no product purchase required to enter, however each entry must include a photograph with the Drontal 'I protected my furbaby' lens and be posted to Facebook or Instagram as described in point 4 above.
7. Only one entry per person is permitted each month that the promotion is running, ie June and July 2019. Posts made during each month will only be valid for that month's prize draw.
8. Photographs (Snaps) posted online must be appropriate. The Promoter reserves the right to remove tags and make entries ineligible if images or posts are deemed inappropriate or off-topic.
9. The Promoter accepts no responsibility for any entries that are incomplete, illegible, corrupted or fail to reach the Promoter for any reason by the relevant Closing Date.
10. The Promoter reserves the right, at any time, to verify the validity of entries and the eligibility of the participant (including a participant's identity, age and place of residence). The Promoter may (in its sole discretion) disqualify any participant who submits an entry that is not made strictly in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Promotion

11. The Promotion commences at 1am on Tuesday 4th June 2019 and closes at 11.59pm on Wednesday 31st July 2019 (**Closing Time and Date**). Entries must be received by Promoter by the Closing Time and Date.
12. The prize draw for posts made during June will take place at Manukau on 5th July 2019 at 10am. The prize draw for posts made during July will take place at Manukau on 5th August 2019 at 10am. The prize winners will be drawn at random and will be the first eligible 10 entries drawn for each monthly prize draw.
13. Prize-winners will be notified by the Promoter (or their agent) within five business days of the draw by private message via the social platform used to enter.
14. If a prize is unclaimed because the prize-winner cannot be contacted within 15 business days following the prize draw or if the Promoter determines that a prize-winner is not eligible to participate in a prize draw, the prize will be redrawn. The Promoter is not responsible if the prize-winner cannot be contacted within 15 business days after the draw.
15. If the Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Promoter, the Promoter reserves the right to the fullest extent permitted by law to (a) disqualify any participant; or (b) modify, suspend, terminate or cancel the Promotion, as it deems appropriate.

Prize

16. There are a total of 20 prizes to be won, with 10 prizes to be drawn for posts made in June and 10 for posts made in July.
17. Each prize is one \$100 prezzy card.
18. The prize is not exchangeable, negotiable or redeemable for cash. However, the Promoter reserves the right to change the prize if it is unavailable or has changed since the Promotion commenced.
19. The Promoter's decision regarding the prize winners shall be final and no correspondence will be entered into.

Consent

20. By entering into this Promotion participants agree that, if they are a prize winner, the Promoter may use their details (including name, likeness, image and/or voice) for promotional and media purposes for the purposes of promoting this competition and any products manufactured distributed and/or supplied by the Promoters' Animal Health business for an unlimited period without remuneration in relation to the prize draw, including (without limitation) announcing the prize-winner on its website, once the prize-winner has been notified.
21. The Promoter collects personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties including, but not limited to, agents used in this Promotion, prize suppliers and, if required, New Zealand regulatory authorities. Entry is conditional on providing this information. By entering this Promotion the participant agrees that the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including mailing, sending electronic messages to or telephoning the participant. The Promoter will otherwise use and handle personal information as set out in its privacy policy, which can be accessed on www.bayer.co.nz. As the Promoter is a global organisation, personal information may be stored overseas. Participants may 'unsubscribe' from receiving further direct communications from the Promoter or request to access, update or correct any personal information held about them by the Promoter at any time by contacting the Promoter's Privacy Officer (details of which can be found on the Promoter's privacy policy). Any complaints regarding treatment of a participant's personal information by the Promoter should also be directed to the Promoter's privacy officer. All entries become the property of the Promoter.

Limitation of liability

22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any loss, damage or personal injury whatsoever (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where such liability may arise out of the following:
 - (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 its 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 prize-winner or participant; or
 - (f) use of the prize by a prize winner and any accompanying person or any other person.
23. The participant releases the social media platform(s) and its/their associated companies from all liability arising in respect of the Promotion and acknowledges that:
 - (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform;
 - (b) any information provided by the participant in connection with the Promotion is provided to the Promoter and not to any social media platform; and
 - (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to any social media platform.