



Prolaject™ B12

Weber BBQ Promo

PARTICIPATING CLINIC

TERMS AND CONDITIONS

PROMOTER

1. The Prolaject™ Weber BBQ Promotion 2019 (**Promotion**) is being conducted by Bayer New Zealand Limited (Company No. 17012) (**Promoter**) and is being run in participating veterinary clinics selected by the Promoter (each a **Clinic**).

TERMS AND CONDITIONS OF ENTRY

2. When agreeing to participate in the Promotion the Clinic agrees to these Participating Clinic Terms and Conditions.
3. The Promotion commences at 9am on 1st October 2019 and closes at 5pm on 12th December 2019 (**Promotion Period**).
4. The terms and conditions applying to customers who participate in the Promotion (**Participants**) are set out in the promotional materials and also available on the Promoter's website at www.bayeranimal.co.nz/en/promotions/ (**Participant Terms and Conditions**). The Participant Terms and Conditions must be provided to Participants (or potential Participants) by the Clinic on their request.
5. The Clinic must only accept entries which comply with the Participant Terms and Conditions and any entry not complying must be deemed invalid by the Clinic.
6. Clinics and their employees, directors and their immediate families are not eligible to enter the Promotion.

PARTICIPANT ENTRY

7. To enter, Participants must spend \$500 on any of Prolaject B12™ 1000 plus Selenium for Sheep and Cattle, Prolaject B12™ 2000 for Sheep and Cattle, Prolaject B12™ 1000 for Sheep and Cattle, and/or Prolaject B12™ 2000 plus Selenium for Sheep and Cattle (**Promotion Product**) from the Clinic during the Promotion Period. The Clinic must document that Participant's purchase in the Clinic's system and retain the proof of purchase.
8. Multiple entries into the Promotion are permitted provided for each entry the Participant has purchased Promotion Product during the Promotion Period.
9. The Promoter reserves the right, at any time, to verify the validity of entries and the eligibility of any Participant (including a Participant's identity, age and place of residence).
10. The Promoter may (in its sole discretion) disqualify any Participant who submits an entry that is not made strictly in accordance with the Participant Terms and Conditions.
11. The Clinic must compile a database of eligible Participant entries and also retain their corresponding proof of purchase, for the purposes of the Prize Draw.

PRIZE AND PRIZE DRAW

12. The prize for the Promotion is a Weber Q1000 BBQ and its stand (**Prize**).
13. To be eligible to participate in the Clinic Promotion, a Clinic must purchase a total of 144 units (comprised of any combination of 12 outers of Prolaject B12™ 1000 plus Selenium for Sheep and Cattle, Prolaject B12™ 2000 for Sheep and Cattle, Prolaject B12™ 1000 for Sheep and Cattle, and/or Prolaject B12™ 2000 plus Selenium for Sheep and Cattle (**Promotion Product**)) in one purchase during the months of October, November and December 2019 for each Prize that the Clinic wishes to offer Participants (**Eligible Clinic Purchase**).
14. Bayer shall provide each eligible Clinic with a Prize to be displayed in the Clinic throughout the Promotion Period to promote the Promotion. As the Prize on display is the prize to be given to a Clinic's prize winner, the Clinic must take good care of the Prize throughout the Promotion Period, keep it in new condition and store it securely.
15. There is a minimum of one Prize per Clinic to be won. There may be more than one Prizes offered by a Clinic depending on the Clinic's level of participation in the Promotion.

16. The Clinic is to conduct the Promotion prize draw (**Prize draw**) at its premises on 13 December 2019 (**Draw Date**). The Promotion winner is to be drawn at random by the Clinic using the following internet random number selector: <http://www.numbergenerator.org/randomnumberpicker>. The first valid entry drawn must be deemed the prize winner (**prize winner**). Where there are two or more Prizes to be won, the prize winners will be the first entries drawn, up to the number of Prizes to be won. The Prize draw must be conducted in the presence of at least two Clinic representatives.
17. Following the Prize draw, the Clinic must provide the Promoter with the prize winner's details (name and phone number and/or email) along with the proof of purchase for the purchase of their Promotion Product during the Promotion Period, for verification by the Promoter.
18. Following verification by the Promoter, the prize winner will be notified by the Clinic within five business days of the draw by telephone or email using the contact details on the Clinic's database. (A business day means a day that is not a Saturday, Sunday nor a public holiday in the city or region that the Clinic is located in.)
19. The Clinic shall arrange with the prize winner for the prize winner to collect the Prize from the Clinic. Upon collection of the Prize the Clinic shall request that the prize winner have their photo taken in Clinic with the Prize. However, the prize winner shall not be required to do this should they not wish to. The prize winner can be referred to the Participant Terms and Conditions as to how the photo may be used.
20. If the Prize is unclaimed because the prize winner cannot be contacted within 15 business days following the Draw Date or if the Promoter determines that the prize winner is not eligible to participate in the Promotion, the Prize may, at the Promoter's sole discretion, be forfeited and redrawn. The Promoter is not responsible if the prize winner cannot be contacted within 15 business days after the Prize draw.

CONSENT

21. By participating in this Promotion, the Clinic agrees that the Promoter may use the Clinic's details (including name, likeness, image and/or voice) in any media for the purposes of promoting the Promotion and its outcome and the Promotion Products for an unlimited period without remuneration.
22. Only the personal information of the Prize winner (not of other Participants) shall be provided to the Promoter and their agent. Such personal information shall be collected in order to conduct this Promotion and the Promoter or their agent 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. The award of the Prize is conditional on the prize winner providing this information. The Promoter will use and handle such personal information as set out in the Participant Terms and Conditions and in the Promoter's privacy policy, which can be accessed on www.bayer.co.nz. As the Promoter is a global organisation, personal information may be stored overseas. Any complaints regarding treatment of a Participant's personal information by the Promoter should be directed to the Promoter's privacy officer.

LIMITATION OF LIABILITY

23. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any cost, expense, loss, damage or personal injury whatsoever (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential (**Loss**), arising in any way out of the Promotion, including, but not limited to, where such Loss may arise out of entry into and participation in this Promotion, use of the Prize by the Clinic or its directors, employees, customers or other visitors, or any tax liability incurred by the Clinic as a result of its participation in the Promotion.

GENERAL

24. These Terms and Conditions are governed by New Zealand law and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the New Zealand courts.



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PARTICIPANTS

TERMS AND CONDITIONS

PROMOTER

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

TERMS AND CONDITIONS OF ENTRY

2. Information on how to enter the Prolaject™ Weber BBQ Promotion 2019 (**Promotion**) and the prize forms part of these terms and conditions.
3. Entry 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.
4. Entry into the Promotion is open to New Zealand residents who are aged 18 years or over and purchase the Promotion Product during the Promotion Period (**Participant**).
5. Employees and directors of the Promoter and the immediate families of employees and directors of the Promoter and participating Clinics and their employees, directors and their immediate families are not eligible to enter.
6. The Promotion will be run in participating veterinary clinics / businesses in New Zealand (**Clinic**).

HOW TO ENTER

7. To receive one entry into the Promotion, Participants must purchase a total of \$500 of any of Prolaject B12™ 1000 plus Selenium for Sheep and Cattle, Prolaject B12™ 2000 for Sheep and Cattle, Prolaject B12™ 1000 for Sheep and Cattle, and/or Prolaject B12™ 2000 plus Selenium for Sheep and Cattle (**Promotion Product**) during the Promotion Period from a participating Clinic. The Clinic will document that purchase in their system and retain proof of purchase.
8. Multiple entries into the Promotion are permitted provided that each entry meets the criteria set out above.
9. The Promoter reserves the right, at any time, to verify the validity of entries and to request proof of a Participant's eligibility (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 or tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

PROMOTION

10. The Promotion commences at 9am on 1st October 2019 and closes at 5pm on 12th December 2019 (**Promotion Period**).
11. The Prize draw will be conducted by the Clinic at their premises on 13 December 2019 (**Draw Date**). The prize winner will be drawn at random (using a random number selector <http://www.numbergenerator.org/randomnumberpicker>). The prize winner will be the first eligible entry drawn (**prize winner**). Where there are two or more Prizes to be won, the prize winners will be the first entries drawn, up to the number of Prizes to be won. The Prize draw must be conducted in the presence of at least two Clinic representatives.
12. The prize winner's details (including name and telephone and/ or email details taken from the Clinic database) and proof of purchase will then be provided by the Clinic to the Promoter for verification. Once verified by the Promoter, the prize winner will be notified by the Clinic that they are the Clinic's prize winner within five business days of the draw by telephone or email using the contact details on the Clinic's database. Following notification, the prize winner will be able to collect their prize from the Clinic. (A business day means a day that is not a Saturday, Sunday nor a public holiday in the city or region that the Clinic is located in.)
13. If the Prize is unclaimed because the prize winner cannot be contacted within 15 business days following the Draw Date or if the Promoter determines that the prize winner is not eligible to participate in the Promotion, the Prize may, at the Promoter's discretion, be forfeited and redrawn. The Promoter is not responsible if the prize winner cannot be contacted within 15 business days after the Draw Date.

14. 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

15. There is a minimum of one Prize per Clinic to be won.
16. The prize is one Weber Q1000 BBQ and its stand (**Prize**), which may be the actual BBQ which is displayed in the Clinic.
17. The Prize is not exchangeable, negotiable, transferable 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.
18. Each Clinic's random selection of the prize winner and the Promoter's decision regarding each prize winner shall be final and no correspondence will be entered into.

CONSENT

19. By entering into this Promotion, a Participant agrees 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 Promotion and any products manufactured distributed and/ or supplied by the Promoter and their agents for an unlimited period without remuneration including (without limitation) announcing the prize winner on its website, once the prize winner has been notified. The prize winner may be requested by the Clinic to have a photo taken with their Prize and, if they do so, such image may be used by the Clinic and also by the Promoter as anticipated by these Terms and Conditions.
20. The Promoter collects personal information of each prize winner 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. The Promoter will 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. Any complaints regarding treatment of a Participant's personal information by the Promoter should be directed to the Promoter's privacy officer.

LIMITATION OF LIABILITY

21. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any cost, expense, loss, damage or personal injury whatsoever (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential (**Loss**), arising in any way out of the Promotion, including, but not limited to, where such Loss may arise out of entry into and participation in this Promotion, use of the Prize by a prize winner (or any other person), any tax liability incurred by a prize winner or Participant.

GENERAL

22. These Terms and Conditions are governed by New Zealand law and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the New Zealand courts.

Prolaject is a trade mark of the Bayer Group. Prolaject™ is registered under the ACVM Act 1997.

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