

Peet Communities #PeetPets Competition

TERMS AND CONDITIONS

The “#PeetPets Competition” (**Promotion**) only applies for a limited time and is subject to the terms and conditions outlined below, which are available on the Promotion website at www.peet.com.au/peetpets (**Promotion Website**). The Promotion only applies to Peet Communities. The Promotion and any material associated with the Promotion do not form part of any contract for the purchase of any Peet product. Potential purchasers should review any such contract carefully, make their own inquiries and obtain independent advice before proceeding with any purchase.

1. PROMOTION DETAILS

- 1.1. In these terms and conditions, and in any marketing material and advertisements relating to the Promotion, the **Promoter** means Peet Limited ACN 008 665 834 and its related bodies corporate, including but not limited to, where applicable, the joint venture partners of any of the above entities.
- 1.2. The Promotion described in these terms and conditions commences on Wednesday 29th May 2019 at 12.00pm (WST) and concludes on Sunday 30th June 2018 at 5.00pm (WST) (**Promotion Period**). The Promoter may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 1.3. The Promotion is only valid during the Promotion Period. The Promotion details set out in these terms and conditions are correct at the time of their first publication but may change at the Promoter's absolute discretion at any time. The Promoter will post any changes to the Promotion details (including these terms and conditions) on the Promotion Website.
- 1.4. The Promotion is generally described as follows, with further details set out in these terms and conditions:

Whether you are a resident living in a Peet community, you live nearby or simply always wanted to visit, take a photo or a video of your pet enjoying their favourite space, for your chance to win!

To be in the running to win \$500 worth of pet related goodies from Petbarn, all you need to do is:

- ***Post a photo or video of your pet enjoying a Peet community to Instagram***
- ***Hashtag #peetpets***
- ***Follow @peetcommunities on Instagram***

Entries close 5pm AWST Sunday 30th June 2019. Terms and Conditions apply

- 1.5. Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

2. \$500 worth of pet related goodies from Petbarn

- 2.1. Subject to these terms and conditions, a person who, during the Promotion Period, participates in the Promotion and submits an **Eligible entry** (see clause 3.1) (**Eligible Entrant**) will be entered into a draw for a chance to win a \$500 Petbarn gift card. One winner will be randomly drawn at the end of the Promotion Period.
- 2.2. On Monday 1st July 2019, the Promoter will conduct the draw at the Promoter's office in Perth, Level 7, 200 St Georges Terrace, Perth WA 6000. The Promoter will randomly draw the name of one Eligible Entrant who, during the Promotion Period, submitted an Eligible entry which complies with the Promoter's requirements for participation (**Participating Details**). If the Eligible Entrant whose name is drawn first (**Provisional Winner**) satisfies the conditions set out in clause 2.4 below, that Provisional Winner will be entitled to receive the \$500 (AUD) Petbarn gift card (**Prize**).
- 2.3. To be eligible to be entered in the draw, an Eligible Entrant must follow the Entry Method stated in Peet Communities #PeetPets competition Facebook or Instagram post during the Promotion Period and comply to the Participating Details. It is each Entrant's responsibility to ensure their entry is received by the Promoter before the end of the Promotion Period.
- 2.4. To be eligible to receive the \$100 Petbarn gift card, a Provisional Winner's must:

- a) be an Australian resident who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this promotion are ineligible to enter.
 - b) confirm that they own and control the copyright and or interest in the content, and it does not infringe any patent, trademark, copyright or other intellectual property of another. The Entrant also confirmed that they have complied with all laws and regulations associated with acquiring and/or producing the content; and acknowledge statements, remarks or claims by Entrant reflect their honest views and experiences.
 - c) ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this competition has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this promotion.
- 2.5. A Provisional Winner will not be entitled to receive the Prize if the conditions in clause 2.4 are not satisfied. For example: a Provisional Winner will not be entitled to receive the Prize where entry uses plagiarised content. Upon satisfaction of the conditions in clause 2.4, a Provisional Winner becomes a **Winner** for the purpose of terms and conditions.
 - 2.6. If a Provisional Winner does not satisfy the conditions in clause 2.4 above, the Promoter reserves the right to re-draw a Provisional Winner from the list of Eligible Entrants who had submitted Eligible entries during the Promotion Period.
 - 2.7. Upon confirmation of the Winner details, the Prize will be issued to the Winner.
 - 2.8. Winner will be notified by the Promoter when their Prize is ready to be collected at the Promoter's state office, or the Winner can opt to have the Prize posted to them via Registered Post. The Promoter may require the Winner/s to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
 - 2.9. The Promoter is not liable to reissue the Prize or reimburse a Winner for the amount of the Prize if the Prize is lost, stolen, defaced, mutilated or altered.
 - 2.10. The Prize is valid until the expiry date as specified on the Prize or by the provider of the Prize. The Prize is subject to the conditions stipulated by the provider of the Prize. If the total value of a Prize is not used before the expiry date, there will be no extension issued for the Prize. The Prize cannot be redeemed for further gift cards and/or vouchers.
 - 2.11. The Prize is only redeemable in-store at any Petbarn store across Australia. Store locations can be viewed here - <https://www.petbarn.com.au/store-finder/all/> . The Prize is not redeemable on the PetBarn online store.
 - 2.12. Winners agree not to make any claim or objection against the Promoter in relation to the use or attempted use of the Prize and agree not to withhold any payment under an Executed Contract.
 - 2.13. In the event of any dispute as to eligibility for the Promotion, eligibility will be determined by the Promoter having regard to these terms and conditions, and the Promoter 's decision will be final and binding.
 - 2.14. Entrants must be 18 years of age or older to be eligible to participate in the Promotion, or if under the age of 18 must have parental/guardian consent to enter the Promotion.
 - 2.15. If any Prize is not claimed by Friday 5th July 2019, the relevant Winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on Monday 8th July 2019 as are necessary to distribute the Prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the Winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a Prize is no longer capable of being redeemed, the new Winner/s will receive a Prize, as determined by the Promoter, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Relevant State/s, if required. If no Unclaimed Prize Draw Date is specified, any unclaimed Prize/s will be distributed at the Promoter's discretion.

- 2.16. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these terms, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a Winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
- 2.17. No Prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a Winner does not take an element of any Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the Winner and cash will not be supplied in lieu of that element of the Prize. The Promoter accepts no responsibility for any variation in Prize value. Where a Prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Relevant State/s, if required.

3. PARTICIPATING DETAILS

- 3.1. The Promotion only applies to entries submitted via Instagram using the #PeetPeets hashtag, who also follow Peet Communities on Instagram, during the Promotion Period.
- 3.2. Entrants may submit multiple entries. Multiple entries (where permitted) must be submitted separately.
- 3.3. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. Peet is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
- 3.4. All entries and materials submitted to the Promoter in connection with this promotion (in any form, including without limitation in hard copy or electronic form), become the property of Peet and each entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials.
- 3.5. Entrants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this promotion, or any challenge involved in this promotion, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.
- 3.6. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these terms, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

4. GENERAL

- 4.1. By entering The Promotion, the entrant is deemed to have accepted these terms and conditions.
- 4.2. The Promotion may be withdrawn at the Promoter's discretion, and these terms and conditions may be amended by the Promoter, at any time during the Promotion Period.
- 4.3. Failure by the Promoter to enforce any of its rights under these terms and conditions or an Executed Contract does not constitute a waiver of those rights.
- 4.4. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State, if required.

- 4.5. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 4.6. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 4.7. The Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.
- 4.8. Where the competition is communicated on Facebook or Instagram, entrants and participants in the competition acknowledge that the competition is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and entrants and participants in the competition release Facebook and Instagram and its associated companies from all liability arising from the competition. Entrants provide their information to the Promoter and not to Facebook or Instagram.

5. PRIVACY

- 5.1. The Promoter is collecting personal information associated with the Promotion in order to conduct the Promotion, to assist in providing the products or services a person has requested (if any), and to improve its products and services. The Promoter may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let a person know about products, services or promotional activities which may be of interest until that person informs the Promoter otherwise.
- 5.2. The Promoter may share personal information with persons or entities who assist it in providing its products or services or running competitions or trade promotions. The Promoter may also disclose personal information to third parties as required or authorised by law. The Promoter does not routinely disclose personal information overseas.
- 5.3. The Promoter's privacy policy explains how a person can seek to access and/or correct the personal information that the Promoter holds about them, as well as how a person can make a complaint about the way in which the Promoter handles their personal information and how the Promoter deals with complaints. The Promoter's privacy policy can be accessed at www.peet.com.au/privacy-policy.
- 5.4. If a person does not want to be contacted by the Promoter for future commercial communications, they should contact the Promoter on 08 9420 1111 or by email to perth@peet.com.au and the Promoter will ensure that their personal information is not used for that purpose.

6. User Generated Content Agreement

6.1 *By using the #peetpets hashtags on your image/s and/or video/s on social media accounts, you are giving Peet permission to use your image/s and/or video/s and commentary and you agree that Peet:*

- can use the content on its websites, apps, email, social media and other forums, including but not limited to for promotional purposes;
- can use your name, image, social media handle and other publicly available biographic material in conjunction with your image and associated content;
- has irrevocable, non-exclusive, royalty-free approval to use, reproduce, modify, publish and publicly display the content through any of our social media accounts, websites or digital platforms; and
- is released from any liability for use of the image and/or content to the extent permitted by law.

You also agree and confirm you:

- are at least 18 years old or if under 18 have permission from a parent or guardian;
- own and control the copyright and or interest in the image and content, and it does not infringe any patent, trademark, copyright or other intellectual property of another;
- have complied with all laws and regulations associated with acquiring and/or producing the content;
- acknowledge statements, remarks or claims by you reflect your honest views and experiences;
- will not make available any material that includes an image or personal information of another person unless you have their consent;
- have disclosed any commercial connections or interests you have with Peet or third-party brands or sellers (ie you are an employee, paid blogger or recipient of free products or services);
- will not be paid by Peet for use of your content; and
- will contact Peet if you no longer approve for your image or content to be published by Peet, by phoning 1800 819 912 or emailing community@peet.com.au

This agreement is underpinned by [Peet's Privacy Policy](#), which aims to protect your privacy and personal information, as well as relevant social media platform policies and guidelines, and Australian laws and statutes. [A copy of the policy can be found here.](#)