

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: 12h01 SAST on 19 March 2020

PROMOTION CLOSING DATE: 23h59 SAST on 30 April 2020

PROMOTION PERIOD: The Promotion Start Date until the Promotion
Closing Date, or while coupon stocks last.

COUPON VALIDITY: Date of receipt until 30 April 2020, 23h59 SAST

1. **Rules:** These rules apply to applications into the **Hill's Rate & Review ("Promotion")**. By applying for this Promotion, you agree, on behalf of yourself and any person with whom you may share any benefit with (i.e. 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 applicants who do not comply with these rules.
2. **Who qualifies:** Any person resident within South Africa or Namibia, over the age of 18 ("**Pet Parent**") and who purchases qualifying Hill's pet food products as detailed in clause 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:**

- 3.1 Participants must click on the link sent via email. To qualify for the coupon, all the required online fields must be completed.
- 3.2 Retain sms confirmation of coupon number and present it to your participating outlet to redeem your coupon on your next purchase.
- 3.3 For the sake of clarity, the coupon cannot be redeemed after the expiry date, being 30 April 2020, 23h59 SAST and can only be redeemed once.
- 3.4 The coupon can only be redeemed from participating outlets within South Africa and Namibia.
- 3.5 All Hill's Prescription Diet pet food products are available exclusively at veterinary clinics / practices. Science Plan and Ideal Balance products are available at veterinary clinics / practices and pet speciality shops.
- 3.6 The offer is limited to one offer from the choice below:
 - R200 off a minimum spend of R500 of any Hill's pet food;
 - R500 off a minimum spend of R1000 of any Hill's pet food;

As far as the law allows, all applications are treated as being entered into the Promotion at the time of receipt by the Promoter. It is your responsibility to ensure that your application is received by us on or before the closing date indicated above. Any applications which are not received timeously will not be eligible to participate, regardless of the reason for the late entry. The Promoter and its affiliates are not responsible for any applications which are not received by it, regardless of the

cause for non-receipt. The Promoter and its affiliates are not responsible for any problems or technical malfunction of any telephone network, computer system, server, or provider which may have hindered entry into this Promotion.

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

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.

The paragraph above has important legal consequences for you. In this paragraph:

- ***various costs, losses, damages, expenses and taxes that are not included in the benefit are set out;***
- ***the responsibilities and liability of the Promoter are excluded or limited; and***
- ***the applicant takes on various responsibilities and liability.***

By entering the Promotion, you agree to these limits and exclusions from the benefits. You also agree that if you are a recipient of a benefit from the Promotion, then you will have the responsibilities and liability listed in this paragraph.

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.

The paragraph above is important. It:

- ***limits or excludes the Promoter's legal responsibilities and liability if there is any cancellation or change of the Promotion or these rules; and***
- ***limits or excludes any rights or remedies entrants may have against the Promoter.***

The Promoter will not be responsible to any entrant if they suffer loss or damages because of any change or because of the cancellation of the Promotion.

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 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.

The paragraph above has important consequences for you. In this paragraph:

- ***the legal responsibilities and liability of the Promoter and other persons are excluded or limited;***
- ***the rights you have against the Promoter are limited or excluded; and***
- ***you take on the responsibility and liability for certain losses or damages or events that might happen.***

You enter into this Promotion and accept and enjoy the benefits knowing and accepting that these things can go wrong and that there are risks.

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 Western Cape High Court 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.co.za.