

TERMS AND CONDITIONS
HILL'S PRESCRIPTION DIET MOBILITY BAGS PROMOTION AND SCORECARD COMPETITION

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

PROGRAMME START DATE: 00h01 SAST on 20 May 2024

PROGRAMME CLOSING DATE: While Hill's Prescription Diet Mobility free bag stocks last

PROGRAMME PERIOD: From the Programme Start Date, while Hill's Prescription Diet Mobility free bag stocks last

PROGRAM BENEFIT: Offer Qualifying Customers:
(a) 1 x free bag Hill's Prescription Diet Mobility or Prescription Diet j/d or Metabolic + Mobility, or Metabolic + Mobility Mini; or k/d + Mobility Canine or k/d + Mobility Feline foods valued up to R1,929.00 free of charge to the Qualifying Customer; and

(b) 1 x discount coupon, valid from date of receipt until 6 (six) weeks after date of coupon download

COMPETITION START DATE: 00h01 SAST on 20 May 2024

COMPETITION CLOSING DATE: 23h59 SAST on 31 December 2024

COMPETITION PERIOD: The Competition Start Date until the Competition Closing Date

COMPETITION PRIZE: One of 10 x Vouchers, each to the value of 3 (three) bags of any Hill's pet food, which vouchers are valid for three months from the date of receipt of the voucher. ("Prize")

1. **Rules:** These rules apply to applications into the **Hill's Prescription Diet Mobility Free Bag Programme ("Programme")** and **Hill's Mobility Scorecard Competition ("Competition")**. By applying for this Programme and Competition, 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 Programme and Competition. The Promoter reserves the right, acting reasonably, to disqualify applicants who do not comply with these rules.

2. **Pet Parent Eligibility to Receive a Free Bag:** Any person resident within South Africa and Namibia, over the age of 18 and who has/ owns a pet ("**Pet Parent**") which is diagnosed with arthritis by a qualified veterinarians from a veterinary practice which meets the Eligibility Criteria and who complies with all applicable terms and conditions related to the Competition and Programme subject to the restriction in this clause 3 below ("**Criteria**"). This Programme and Competition 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 Programme and Competition, including but not limited to participating veterinary practices, , or their respective spouses, life partners, business partners or immediate family members.

3. **How to Apply for the Programme and Competition**
 - 3.1. **The Enter the Programme:**
 - 3.1.1. Pet Parents must meet the Criteria and receive a diagnosis from a practicing veterinarian practicing at a veterinary practice which meets the Eligibility Criteria, confirming that the pet has arthritis.
 - 3.1.2. The pet must be older than 1 (one) year.
 - 3.1.3. The pet must not have tried any of the Hill's Prescription Diet j/d, Metabolic + Mobility, Metabolic + Mobility Mini and k/d + Mobility pet foods previously.
 - 3.1.4. Only the consulting veterinarian may apply for the free bag of Hill's Prescription Diet Mobility pet food on behalf of the Pet Parent, by visiting the Hill's promotional website.
 - 3.1.5. The veterinarian must visit the promotional website for the Hill's free bag application and
 - 3.1.5.1. type in the unique access code that has been allocated to the practice by Hill's; and
 - 3.1.5.2. check that the pre-populated practice information is correct; and
 - 3.1.5.3. accurately capture the Pet Parent's information, such as name, surname, cellphone number, email address and pet name; and
 - 3.1.5.4. specify the pet species, breed size in respect of dogs and whether the dog is either overweight or a healthy weight; and
 - 3.1.5.5. specify, after the weight selection in respect of mini dogs, whether or not the dog prefers a small or normal kibble size; and
 - 3.1.5.6. specify whether or not the pet requires renal support or not.
 - 3.1.6. The online system will then specify based on the above criteria, which bag of Hill's Prescription Diet Mobility pet food is most suitable for the pet, as follows:
 - 3.1.6.1. j/d dog food 12kg bag: a medium or large dog at a healthy weight (RRSP R1,795)*;
 - 3.1.6.2. Metabolic + Mobility dog food 12kg: a medium or large dog that is overweight (RRSP R1,899)*;
 - 3.1.6.3. Metabolic + Mobility Mini dog food 3kg: a mini dog that is overweight (RRSP R605)*;
 - 3.1.6.4. Metabolic + Mobility Mini dog food 3kg: a mini dog at a healthy weight that prefers a smaller kibble (RRSP R605)*;
 - 3.1.6.5. j/d dog food 4kg: a mini dog that is at a healthy weight that prefers a larger kibble (RRSP R709)*; or
 - 3.1.6.6. j/d Reduced Calorie dog food 12kg: a medium or large breed dog that is slightly overweight or at risk of weight gain (RRSP R1,795)*
 - 3.1.6.7. k/d + Mobility dog food 4kg: a mini breed dog at a healthy weight that requires renal support (RRSP: R819)
 - 3.1.6.8. k/d + Mobility dog food 12kg: a medium or large breed dog at a healthy weight that requires renal support (RRSP: R1,929)
 - 3.1.6.9. j/d cat food 1.5kg: any cat applicant (RRSP R325)*.
 - 3.1.6.10. k/d + Mobility cat food 1.5kg: a cat requiring renal support (RRSP R369)*

**This is the recommended selling price as of 26th September 2023. The above retail selling prices are recommended only but are at the veterinarian's and retailer's discretion, and are under no obligation to comply with these recommendations.*

- 3.1.7. Once the veterinarian has completed the submission, the eligible Pet Parent will then receive an email, SMS or WhatsApp message to accept the Competition and Programme T's & C's, as well as to agree to the Data Privacy Policy by consenting to the collection and processing of his/her personal information. Only once the Pet Parent has agreed to and consented accordingly, will his/her application be submitted for processing.
- 3.1.8. Hill's will order the appropriate pet food for the Pet Parent, and which will then be delivered to the respective veterinary practice, within 3 – 5 business days.
- 3.1.9. Once the veterinary practice notifies the Pet Parent that the pet food has been delivered, the Pet Parent will be responsible for the collection of their free pet food from the respective veterinary practice.
- 3.1.10. Pet Parents will receive a money-off coupon code via SMS 6 (six) weeks after submission of their application to the Programme.
- 3.1.11. Pet Parents are responsible to retain the SMS or WhatsApp confirmation which will contain the coupon code
- 3.1.12. Pet Parents must present/submit the coupon code to the participating veterinary clinics/practices to redeem the coupon on their next purchase.
- 3.1.13. For the sake of clarity, the coupon cannot be redeemed after the expiry date, being 6 (six) weeks after the date of issue 23h59 SAST, and can only be redeemed once.
- 3.1.14. The coupon can only be redeemed from participating veterinary outlets within South Africa and Namibia.
- 3.1.15. This coupon entitles the Pet Parent to 25% off their next purchase of Hill's Prescription Diet Mobility dry food (including j/d, j/d Reduced Calorie, Metabolic + Mobility, Metabolic + Mobility Mini or k/d + Mobility), up to a maximum discount value of R500.
- 3.1.16. All Hill's Prescription Diet products are available from participating veterinary clinics.
- 3.1.17. This Programme may not be used in conjunction with other Hill's offers.
- 3.1.18. The Programme is limited to one free food bag and one coupon per household, and on one occasion only.
- 3.1.19. The cost of the Pet Parent's veterinary consultation, or any other costs or expenses relating to the benefit or the enjoyment of the benefit not expressly specified in these rules, or any other cost or expense associated with the entry, application, use or enjoyment, or any other cost or expense of any other kind whatsoever related to the Competition or Programme, does not form part of the Promoter's Programme and Competition, and is for the Pet Parent's account. There is no cash or other alternative to the benefit in whole or in part. The benefits are not transferable. Misuse of the benefit constitutes fraud.
- 3.1.20. Only available at participating veterinary practices, who will be notified via email when the Programme is closed.

3.2. **How to Enter the Competition:**

- 3.2.1. Every Pet Parent who receives a free bag of food from the Programme will also receive a hard copy of a scorecard, which scorecard will also be sent to the Pet Parent via email.
- 3.2.2. The scorecard is to be used by the Pet Parent to monitor their pet's improvement in mobility, from before they start feeding the new food to their pet and again 1 month after feeding the food to their pet.
- 3.2.3. In order to be eligible to enter the for the Competition, Pet Parents must share their completed scorecards with the Promoter, which can be done in one of two ways, as follows:
- 3.2.4. completing the digital scorecard on a Google Form, which has been emailed to the Pet Parent upon their free food bag application being processed; or
- 3.2.5. scanning and emailing a clear picture of the completed hard copy scorecard to trialbagZA@hillspet.com.
- 3.2.6. The voucher, the value of which is equivalent to 3 (three) bags of any Hill's pet food and which would provide approximately one month's worth of food, can be redeemed at any veterinary practice or pet speciality outlet.
- 3.2.7. This would equate to 12kg of Hill's canine pet food or 3 kg of any Hill's feline pet food.
- 3.2.8. The vouchers are valid for 3 (three) months from the date of when the Pet Parent receives the voucher.

As far as the law allows, all applications are treated as being entered into the Programme and Competition 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 dates as 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 Programme and Competition.

Notwithstanding anything to the contrary, in the event that Hill's acting reasonably, determines that any application in terms of this clause 4 appears to be fraudulent, misrepresentative or suspicious, Hill's may at its sole discretion, including and not limited to, request additional information, documentary proof/evidence and/or reject the order/application without notice.

4. **Benefit & Prize:** The benefit and prize described above will be provided by the Promoter to the Pet Parent.

The benefit and prize do not include any other costs or expenses relating to the benefit and prize or the enjoyment of the benefit and prize not expressly specified in these rules. There is no cash or other alternative to the benefit and prize in whole or in part. The benefit and prize are not transferable. Misuse of the benefit and prize 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 and prize 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 Programme and Competition, you agree to these limits and exclusions from the benefit and prize. You also agree that if you are a recipient of a benefit and prize from the Programme and Competition, then you will have the responsibilities and liability listed in this paragraph.

You may not receive this benefit and prize if it is unlawful in any way for the Promoter to supply this benefit and prize to you. If you do receive this benefit and prize, and it is unlawful for the Promoter to award it to you (for whatever reason), the benefit and prize will be forfeited.

5. **Personal information:** By entering the Programme and Competition, 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 Programme and Competition, providing the benefit 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 Programme and Competition.

The Promoter may use your personal information:

- (i) to update the Promoter's existing records;
- (ii) for the purpose of administering consumer relations; and
- (iii) to make information available on future competitions or promotions which the Promoter may conduct.

Your personal information will also be collected, used, stored, disclosed, processed and deleted in accordance with the Promoter's Privacy Policy which is accessible at www.HillsMobility.co.za.

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, Programme and Competition due to events or circumstances arising beyond its control which prevents the Promoter from conducting the Programme and Competition as intended. You are entitled to withdraw from the Programme and Competition if you do not agree with any amendments made by the Promoter. As far as the law allows, if the Promoter cancels the Programme and Competition 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 Programme and Competition 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 Programme and Competition.

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:
- 9.1. all warranties and representations in relation to the benefits not set out in these rules (whether express, implied or tacit) are hereby excluded;
- 9.2. 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 Programme and Competition, the provision or use of the benefit and prize, or any act or omission of any other person.

This 10 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 Programme and Competition, and accept and enjoy the benefit and prize 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 Pet Parent 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 Programme and Competition 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.