

PETBARN'S BIGGEST LOSER

CONDITIONS OF ENTRY AND PARTICIPATION

1. Information on how to enter, mechanics of entry, how to participate and prizes form part of these Conditions of Entry and Participation. Entry into the promotion and participation in 'Petbarn's Biggest Loser' nutrition and fitness program (**Challenge**) is deemed acceptance of these Conditions of Entry and Participation.

ELIGIBILITY

2. Entry is only open to residents of Australia aged 18 years or older who are owners of an eligible dog or cat (**Pet**) that remains alive during the Participation Period, who have submitted an entry in the manner required to be considered by the Promoter to participate in the Challenge and who are able to attend an initial Greencross Vets assessment on a date and time nominated by the Promoter during the week commencing 25/02/2018 and participate in the Challenge in the manner required if selected by the Promoter, including but not limited to attending all necessary check-ins at their local participating Petbarn store during opening hours with their Pet during the period 25/02/2018 – 27/05/2018 and participating in the Challenge in accordance with Condition 13 (**Entrants**).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion and participate in the Challenge. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

PROMOTIONAL PERIOD

Entry Period

4. The entry period for selection to participate in the Challenge commences at **12.01am** (AEDT) on **20/01/2018** and ends at **11.59pm** (AEDT) on **18/02/2018** (**Entry Period**).

Participation Period

5. The participation period for the Challenge commences at **12.01am** (AEDT) on **05/03/2018** and ends at **11.59pm** (AEST) on **27/05/2018** (**Participation Period**).

HOW TO ENTER (SELECTION FOR PARTICIPATION IN CHALLENGE)

6. To enter the promotion for selection to participate in the Challenge, Entrants must, during the Entry Period:
 - a. log on to www.petbarnbiggestpetloser.com.au (**Promotional Website**); and
 - b. fully and correctly complete and successfully submit the online entry form in the manner required, including providing the Entrant's full name, residential address, contact telephone number, mobile telephone number (if applicable), current and valid email address, estimated weight of themselves, estimated weight of their Pet, Pet's name, Pet's age, Pet's breed (if applicable), photo of their Pet and answer to the promotional question:
"Tell us in 50 words or less why you and your pet would like to take part in this competition",

(together, an **Entry**).
7. Only one (1) Entry per person is permitted. Any subsequent Entry of an Entrant after the first valid Entry is received from that Entrant will be deemed invalid.

8. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will deem their Entry invalid.
9. Costs associated with accessing the Promotional Website remain an Entrant's/Participant's responsibility and may vary depending on the Internet service or telecommunications provider used.
10. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.

CHALLENGE SELECTION

11. All eligible Entries received during the Entry Period will be judged by a panel of appropriately qualified judges by **21/02/2018** at **Level 15, 35 Clarence Street, Sydney NSW 2000** to determine ten (10) participants for the Challenge (**Participants**). All eligible Entries will be judged on a basis of originality and creativity of the entire Entry. This is a game of skill and chance plays no part in determining the Participants. All reasonable steps to notify the Participants of the results of the judging will be taken by the Promoter. The judges' decision is final and no correspondence will be entered into.
12. Each Entrant who is one (1) of the ten (10) Entrants selected to participate in the Challenge must confirm their eligibility and their ability to attend an initial Greencross Vets assessment on a date and time nominated by the Promoter during the week commencing **25/02/2018** and participate in the Challenge within **2 business days** of being successfully notified by the Promoter that their Entry has been judged as one (1) of the ten (10) best judged Entries, otherwise their Entry will be deemed invalid and they will not be eligible to participate in the Challenge. In the event that the Promoter cannot successfully contact the Entrant who submitted one (1) of the best judged Entries within **2 business days** of the judging, or in the event of an invalid Entry or an ineligible Entrant, or if the Entrant is unable to participate or declines to participate in the Challenge, the Promoter may, in its sole discretion, determine that the Entrant who submitted the next best judged Entry will be a Participant. The Promoter will continue this process until an Entrant has been successfully contacted and the Entrant has confirmed their eligibility to participate in the Challenge. For the avoidance of doubt, only once an Entrant has confirmed their eligibility to participate in the Challenge will the Entrant, subject to these Conditions of Entry and Participation, be deemed a Participant.

PARTICIPATING IN THE CHALLENGE

13. To participate in the Challenge, Participants must, during the Participation Period, complete the Challenge in the manner required, including but not limited to the following:
 - a. attend all necessary check-ins at their local Petbarn store with their Pet;
 - b. take daily photos of themselves with their Pet;
 - c. check and keep record of their Pet's measurements once a week;
 - d. provide a weekly photo and written update (minimum 100 words) to the Promoter's agent, Professional Public Relations (**PPR**) for use on social media;
 - e. use a suitable device (e.g. mobile phone) and film themselves three (3) to four (4) times per month on their journey with their Pet and submit this video content to PPR for use on social media;

- f. film themselves at the end of the Participation Period talking about the Challenge and how they went; and
 - g. submit their Pet's final measurements by their local Greencross Vet close of business on **28/05/2018**.
14. It is a condition of participating in the Challenge that each Participant may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) in a form determined by the Promoter in its absolute discretion.

WINNER DETERMINATION

15. A representative of the Promoter will review the final measurements submitted by each Participant by 5:00pm (AEST) on **29/05/2018** at 6/372 Eastern Valley Way, Chatswood, NSW 2067 for the purpose of determining three (3) winners and awarding the prizes for the Challenge. No extension or variation of the time and date to submit final measurements nominated by the Promoter permitted. If a Participant does not submit their Pet's final measurements by their local Greencross Vets close of business **on 28/05/2018**, the Participant's entry into the promotion and participation in the Challenge will be ineligible and deemed invalid. This is a game of skill and chance plays no part in determining the winners. The winners will be notified in writing by **30/05/2018** and the winners must claim their prizes by 20/06/2018. If a winner does not claim their prize by 20/06/2018, then the Promoter may award that prize to an Entrant whose entry received the next highest percentage of weight-loss after the unclaimed prize winner. All reasonable steps to notify the winners of the results of the winner determination will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

TIE BREAKER

16. In the event of a tie between Participants as to whose Pet has lost the highest percentage of their body weight from the beginning of the Challenge to submission of their final measurements from all Participants in the Challenge, the Participant whose Pet loses the highest quantity of body weight from the tied Participants, as determined by the Promoter in its sole discretion, will be deemed the winner. For instance, if two (2) Participants' Pets both lose ten percent (10%) of their body weight from the beginning of the Challenge to submission of their final measurements, and one Participant's Pet loses five (5) kilograms of their initial weight of fifty (50) kilograms whereas the other Participant loses ten (10) kilograms of their initial weight of (100) kilograms, the latter Participant will be deemed the winner. If there is still a tie between the Participants, due to there being two (2) or more Participants' Pets with an equal highest percentage of weight loss and equal actual weight loss, the applicable prize will be split equally between each of the tied Participants.

PRIZES

17. **First Prize:** The Participant whose Pet loses the highest percentage of their body weight from the beginning of the Challenge to submission of their final measurements from all Participants in the Challenge, as determined by the Promoter in its sole discretion, will win a Petbarn voucher valued at \$2,000.00 and a prepaid Visa card valued at \$1,000.00.
18. **Second Prize:** The Participant whose Pet loses the next highest percentage of their body weight from the beginning of the Challenge to submission of their final measurements from all Participants in the Challenge, as determined by the Promoter in its sole discretion, will win a Petbarn voucher valued at \$1,000.00 and a prepaid Visa card valued at \$500.00.
19. **Third Prize:** The Participant whose Pet loses the next highest percentage of their body weight from the beginning of the Challenge to submission of their final measurements from all Participants in the Challenge, as determined by the Promoter in its sole discretion, will win a Petbarn voucher valued at \$500.00 and a prepaid Visa card valued at \$250.00.

20. Vouchers are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged.
21. A prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured by the Promoter or prize supplier.
22. The Promoter reserves the right to request a winner produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner before issuing the prize.
23. It is a condition of accepting a prize that a winner may be required to sign legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
24. The total prize pool value is **AUD\$5,250.00**. The prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.

GENERAL

25. By entering the promotion, each Entrant/Participant (as applicable) grants to the Promoter a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter such licence) to use their Entry and any material relating to their participation in the Challenge (if applicable) for the purposes of marketing and promoting the Promoter and/or its goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Entrant/Participant (as applicable) and without any further compensation payable to the Entrant/Participant (as applicable). Each Entrant/Participant (as applicable) also expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Entrant's/Participant's moral rights in relation to all Intellectual Property Rights in their Entry and/or any material relating to their participation in the Challenge (if applicable) pursuant to the *Copyright Act 1968* (Cth), including the Promoter having an unfettered right to treat the Entry and/or any material relating to a Participant's participation in the Challenge (if applicable) in any manner at its sole discretion, to alter the Entry and/or any material relating to a Participant's participation (if applicable) in any manner and to the Promoter not attributing authorship of the Entry and/or material relating to a Participant's participation in the Challenge (if applicable) to the Entrant/Participant (as applicable).
26. Any Entries and/or material relating to a Participant's participation that contain content that the Promoter, in its sole discretion, considers to be one (1) or more of the following types will not be accepted as eligible Entries into the promotion and/or eligible participation in the Challenge:
 - a. content that does not strictly comply with the Entry or Challenge requirements as set out in these Conditions of Entry and Participation and/or on the Promotional Website;
 - b. content that contains, depicts, alludes to or promotes aggressive, unruly, antisocial, offensive, lewd or illegal behaviour or any swearing (including masked profanities, e.g. f*@#), alcohol or smoking;
 - c. content that parodies, disparages or makes fun of in any way the Promoter;
 - d. content that is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - e. content that is menacing or offensive or that harasses or advocates harassment of another person;
 - f. content that exploits people in a sexual or violent manner;
 - g. content that contains nudity, violence, or offensive subject matter or contains a link to an adult website;

- h. content that solicits Personal Information from anyone;
 - i. content that provides any telephone numbers, street addresses, last names, URLs or email addresses;
 - j. content that promotes information that an Entrant/Participant knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - k. content that promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - l. content that involves the transmission of "junk mail", "chain letters", unsolicited mass mailing, instant messaging or "spamming";
 - m. content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - n. content that solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - o. content that involves commercial activities and/or sales without the Promoter's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
 - p. content that contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
 - q. content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
 - r. content that includes an image or reference to another person that you have submitted without that person's consent; or
 - s. content that uses sexually suggestive imagery or is unfair, misleading or deceptive.
27. By entering the promotion and participating in the Challenge (if applicable), an Entrant/ Participant (as applicable) warrants to the Promoter:
- a. that the content submitted with their Entry and/or during their participation in the Challenge (if applicable) is original;
 - b. that they have the authority and all permissions necessary to submit their Entry and/or material relating to their participation in the Challenge (if applicable);
 - c. that they own the content of their Entry and/or material relating to their participation in the Challenge (if applicable) for use in any manner in any media and in any form worldwide and in perpetuity;
 - d. that their Entry and/or material relating to their participation in the Challenge (if applicable) does not violate the privacy rights, copyright, contract rights or other rights (including but not limited to Intellectual Property Rights) of any person, corporation or entity;
 - e. in respect of content that includes images or references to third parties or third party property, that:
 - i. the Entrant/ Participant (as applicable) has, before submitting their Entry and/or material relating to their participation in the Challenge (if applicable), obtained the required written consents and releases from those third parties (or third party property owners) to include such images or references in the content and submit the content as part of their Entry into the promotion and/or participation in the Challenge (if applicable); and
 - ii. the third parties have been informed by the Entrant/Participant (as applicable) and each agree in writing that such third party's image or reference may be used by the Promoter in any media and in any form for an unlimited period of time without remuneration or compensation to the third party for the purpose of promoting, publicising or marketing the promotion (including any outcome),

- promoting any products and services manufactured, distributed and/or supplied by the Promoter and/or the Promoter generally;
- f. that their Entry and/or material relating to their participation in the Challenge (if applicable) does not contain content that is illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libelous, offensive or objectionable;
 - g. that their Entry and/or material relating to their participation in the Challenge (if applicable) does not contain content that is contrary to the requirements or directions of relevant Regulators;
 - h. that their Entry and/or material relating to their participation in the Challenge (if applicable) does not contain content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
 - i. that their Entry and/or material relating to their participation in the Challenge (if applicable) does not contain content that has any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
 - j. that their Entry and/or material relating to their participation in the Challenge (if applicable) does not contain content that misrepresents or suggests that any entity has the approval or sponsorship of any other entity which it does not have;
 - k. that during the course of creating their Entry and/or material relating to their participation in the Challenge (if applicable), their conduct was not illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory or harassing to any person; and
 - l. that they agree that if their Entry is accepted by the Promoter, the Entry and any material relating to their participation in the Challenge (if applicable) may be made available on the Promotional Website and any other online platform (including social media platforms) or audiovisual or print material of the Promoter for public viewing and may be used by the Promoter in any media and in any form for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising and/or marketing the promotion and Challenge (including any outcome) and/or promoting any products and services manufactured, distributed and/or supplied by the Promoter generally.
28. To the extent permitted by law, each Entrant/Participant (as applicable) indemnifies, and must defend and hold harmless, the Promoter and its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Entrant/Participant (as applicable) of any of these Conditions of Entry and Participation; (ii) any third party claim arising directly or indirectly from a breach by the Entrant/Participant (as applicable) of any of these Conditions of Entry and Participation; (iii) a negligent, willful or otherwise wrongful act or omission of the Entrant/Participant (as applicable); (iv) fraudulent or dishonest acts or omissions by the Entrant/Participant (as applicable); (v) any breach by the Entrant/Participant (as applicable) of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Entrant entering the promotion and/or Participant participating in the Challenge; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Entrant/Participant (as applicable); and (viii) any claim or allegation that the Entrant's Entry and/or Participant's material relating to their participation in the Challenge infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
29. If any content, Entry or other contribution of any person is made available for public viewing by the Promoter on the Promotional Website and any other online platform (including social media platforms), a Regulator or any member of the public may wish to submit a notice, request, direction, complaint or instruction (**Notification**) to the Promoter in respect of such content, Entry or other contribution on the Promotional Website and any other online platform (including social media platforms). Except for Regulators, Notifications must be submitted to the Promoter in accordance with the process advised by the Promoter on the Promotional Website or otherwise on the Promoter's website(s) and social media platforms, including

www.petbarn.com.au. If the Promoter receives a Notification, the Promoter will consider the issues raised in the Notification and determine, in its sole discretion, whether the relevant content, Entry or contribution should be removed. Entrants and/or Participants (as applicable) acknowledge and agree that the Promoter may, without any liability, take any steps necessary in order to respond or comply with a Notification (to the extent the Promoter is legally authorised and obliged to do so) to ensure compliance with any relevant Laws and/or the requirements of a Regulator and may take these steps at any time and without further notice to the Entrant and/or Participant.

30. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to enter the promotion and participate in the Challenge if selected as a Participant by the Promoter, and all Entries of an Entrant and participation in the Challenge by a Participant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant/Participant (as applicable) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's/Participant's (as applicable) identity, age, residential address, eligibility to enter, participate in the Challenge and claim a prize, and any information submitted by the Entrant/Participant in entering the promotion and participating in the Challenge if selected as a Participant by the Promoter, before issuing a prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Entries of that Entrant and participation in the Challenge if the Entrant is selected as a Participant by the Promoter, may be ineligible and deemed invalid.
31. The Promoter reserves the right to verify the validity of any and all Entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry and Participation; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion and Challenge. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
32. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
33. As a condition of entering this promotion, each Entrant/Participant (as applicable) consents to the Promoter using the Entrant's/Participant's (as applicable) Entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant and/or Participant (as applicable) agrees that the Entrant/Participant (as applicable) will participate in all reasonable promoted activities in relation to the promotion and Challenge as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
34. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
35. If the promotion and/or Challenge is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or Challenge and/or if necessary to provide alternative prize(s) to the same value as the original prize(s).

36. Participants acknowledge that the Challenge may involve a dangerous activity, which may result in health complications or death of the Participant's Pet, and participate in the Challenge at their own risk. Participants: (a) should seek independent medical advice from a qualified veterinarian that their Pet is fit to participate in the Challenge prior to the commencement of the Challenge as recommended by the Promoter and acknowledge that by participating in the Challenge, Participants confirm this recommendation has been considered; (b) must attend, undergo and pass any appropriate briefings, medical tests and other requirements of the Promoter with their Pet; (c) must declare to the Promoter any health-related issues that may affect his/her Pet's safe participation in the Challenge and obtain a written clearance from their veterinarian in this respect and provide this written clearance to the Promoter prior to the commencement of the Challenge if requested by the Promoter; (d) confirm that their Pet does not have any heart condition or history thereof, or other medical conditions that would make it dangerous for their Pet to participate in the Challenge; (e) must comply with all directions of the Promoter and relevant officials; and (f) must participate in this Challenge in a healthy and safe manner taking into account their Pet's necessary diet and exercise. The Promoter in its absolute discretion: (a) reserve the right to refuse to allow a Participant to take part in any or all aspects of the Challenge if they reasonably believe the Participant's Pet may be exposed to a health risk or for any other reason; and (b) may cancel the relevant component of the Challenge if the conditions are deemed dangerous. No compensation will be payable if Participants' Pets are unable to participate in the Challenge as stated for whatever reason, including elimination from the Challenge or the Promoter's refusal to conduct the Challenge for any reasons.
37. All of the Promoter's decisions in respect of the promotion and Challenge are final and no correspondence will be entered into.
38. By participating in the promotion and/or Challenge, each Entrant and Participant agrees that the Promoter and its associated agencies and companies shall not be liable whatsoever (to the full extent permitted by law, and whether under statute, breach of contract or for negligence or otherwise), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion or Challenge, including without limitation, any injury, loss and/or damage, arising from (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes(s); (iv) any injury, or health and wellbeing issues that are experienced by the Participant's pet as a result of participating in the Challenge; and/or (v) acceptance and/or use of any prize.
39. Each Entrant acknowledges and agrees that the promotion and these Conditions of Entry and Participation are governed by the Laws of State, Territory or country of the registered office of the Promoter and each Entrant submits to the exclusive jurisdiction of the courts of that State, Territory or country (as applicable) and any courts competent to hear appeals from those courts.

PRIVACY

40. The Promoter collects Personal Information about an Entrant/Participant to include the Entrant/Participant in the promotion and/or Challenge (if applicable), award the prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion or Challenge if selected as a Participant by the Promoter and is deemed ineligible. An Entrant also agrees that the Promoter may, in the event the Entrant is selected as a Participant, publish or cause to be published the Entrant's name and locality in any media.
41. The Promoter will provide to each Entrant, at time of entry into the promotion, and each Participant, at time of participation in the Challenge, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).

42. Entrants/Participants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at info@petbarn.com.au. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at www.petbarn.com.au/privacy-policy.
43. By entering the promotion and opting-in in the manner required on the Promotional Website, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion and opting-in, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
44. In these Conditions of Entry and Participation: "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise. "**Laws**" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia. "**Losses**" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "**Personal Information**" means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not. "**Regulators**" means any regulatory agency or any private entity that functions in a quasi-regulatory manner, having any applicable jurisdiction and includes the Advertising Standards Bureau, the Australian Association of National Advertisers, the Australian Communications and Media Authority, the Department of Communications and the Arts, the Australian Competition and Consumer Commission, the Office of the Australian Information Commissioner, the Classification Board and the Telecommunications Industry Ombudsman and any authority, agency or entity that is substituted for, or takes over the functions of, any of those organisations.
45. **Promoter:** Petbarn Pty Ltd (ABN 78 001 802 759) of Unit 6, 372 Eastern Valley Way, Chatswood, NSW 2067. Telephone: 02 8595 3308.