

BAYER AUSTRALIA LTD – ANIMAL HEALTH

ACCELERATE “THE IMPORTANCE OF REPELLING TICKS” TRAINING \$25 EFTPOS CARD PROMOTION TERMS AND CONDITIONS

The Promoter

1. The promoter is Bayer Australia Ltd (ABN 22 000 138 714) of 875 Pacific Highway, Pymble NSW 2073 (**Promoter**).

Conditions of entry

2. Information on how to enter the **Accelerate “The Importance of Repelling Ticks” \$25 Eftpos Card** promotion (**Promotion**) and on the rewards forms part of these terms and conditions. Participation 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.
3. Entry into the Promotion is open to Australian residents who are (i) aged 18 years or over, (ii) are a registered Accelerate member on www.accelerate.bayer.com.au, and (iii) are registered Accelerate members at a ‘Veterinary Practice’ or a ‘Reseller Store’ as listed under ‘Place of Work’ in the “My Details” page of www.accelerate.bayer.com.au:
4. Employees, business directors and managers of the Promoter and the immediate families of employees, business directors and managers of the Promoter are not eligible to enter. Immediate family members include 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 first cousin.

How to enter

5. To enter, eligible participants must, between 12.01am (AEST) on 1 April 2018 and 11.59pm (AEST) on 31 May 2018, complete the “The Importance of Repelling Ticks” training courses on www.accelerate.bayer.com.au and pass the course (score 80%).
6. Only one entry per person is permitted.
7. The Promoter accepts no responsibility for any entries that are incomplete, illegible, corrupted or fail to reach the Promoter for any reason by the relevant closing date.
8. The Promoter reserves the right, at any time, to verify the validity of entries and the eligibility of the participant (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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Promotion

9. The Promotion commences at 12:01am (AEST) on 1 April 2018 and closes at 11:59pm (AEST) on 31 May 2018 (**Promotion Period**).
10. As a reward for time and effort in completing the training, the first 100 eligible participants who complete and pass the “The Importance of Repelling Ticks” course during the Promotion Period will be Reward winners.
11. Reward winners will be notified by the Promoter within 30 days of the end of the Promotion Period by email using the contact details on the My Details page of their member registration.

12. The Reward will be sent to the mailing address of the business listed where 'Veterinary Practice' or 'Reseller Store' is selected on the 'My Details' page of the Accelerate website.
13. If a Reward is unclaimed because the reward winner cannot be contacted within 3 months following the allocation of rewards or if the Promoter determines that the Reward winner is not eligible to participate in the Promotion, the Reward will be forfeited. The Promoter is not responsible if the Reward winner cannot be contacted within 3 months after the Rewards are allocated.
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) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion, as appropriate.

Reward

15. Each reward is one \$25 Eftpos card ("**Reward**"). There are 120 Rewards in total. The Reward cannot be transferred or exchanged or redeemed for cash nor can any balance not used be refunded.

Consent

16. By entering into this Promotion participants agree that the Promoter may use Reward winner's details for promotional and media purposes in relation to the Promotion and the Reward allocation, including announcing the Reward winners on its website, once the Reward winner has been notified.
17. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to reward suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing and publicity purposes, including sending electronic messages or telephoning the participant. The Promoter will otherwise use and handle personal information as set out in its privacy policy, which can be accessed by visiting www.bayer.com.au. As the Promoter is a global organization, personal information may be stored overseas. Participants should direct any request to access, update or correct any personal information to the Promoter. and direct any complaints regarding treatment of their personal information in accordance with the Privacy Policy. All entries become the property of the Promoter.

Limitation of liability

18. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability for any personal injury, any loss or damage (including but not limited to loss of opportunity and loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where such liability may arise out of the following:
 - (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in prize value to that stated in these Terms and Conditions;
 - (e) any tax liability incurred by a prize-winner or participant; or
 - (f) use of the prize.