## **ZOLVIX PLUS CHALLENGE PROMOTION**

## **TERMS AND CONDITIONS**

- 1. Information on how to claim (including information contained in promotion materials) and the Kits form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. Any claim that does not comply with these Terms and Conditions is invalid.
- 2. This Promotion is only open to Australian resident aged 18 years or over who are farmers/farm managers and managing a farm entity with a **minimum of 2,000 sheep** (referred to below as an "**individual**").
- 3. This Promotion commences on 1 January 2024 and closes at 11:59pm AEDST on 31 December 2024 or once stock of Kits (defined below) has been exhausted, whichever is first ("Claim Period"). Provision of Kits is subject to availability within each region, while stocks last.
- 4. To participate in the promotion, individuals must register online at www.zolvixplusrewards.com.au during the Claim Period. Upon completing the registration, the following steps will occur:
  - a. A representative of the Promoter will contact the individual to confirm that they meet the minimum flock size and, if so, to discuss their current sheep drench program and provide directions on how to conduct a sheep DrenchCheck using their current drench;
  - b. The individual will then receive two (2) Elanco worm test kits (either directly from a representative of the Promoter or by post) (each a "Kit"). Each Kit will contain ten (10) sample jars, gloves, an order/authorisation form and a pre-paid express post bag;
  - c. During the Claim Period:
    - i. The individual must, up to ten (10) days **before** drenching, use the first Kit to collect ten (10) sheep faecal samples and dispatch the samples to the testing laboratory (as advised by the Promoter) using the pre-paid express post bag; and then
    - ii. 10-14 days **after** drenching, the individual must use the second Kit to collect another ten (10) sheep faecal samples and dispatch the samples to the testing laboratory (as advised by the Promoter) using the pre-paid express post bag.

Samples must be collected from sheep on the individual's farm. Any samples not collected from sheep will not be processed for testing. Samples will be tested for roundworms only. Samples must be submitted to one of the testing laboratories advised by the Promoter only for processing.

d. Once the samples have been received at the testing laboratory and undergone testing, the results of the tests will be provided to the Promoter (and, by participating in this Promotion, the individual agrees to the test results being provided by the laboratory to the Promoter). A representative of the Promoter will then contact the individual to discuss the sample results and provide recommendations on how to maintain or increase the effectiveness of the individual's drenching

program. This will generally occur within twenty-one (21) days of the second Kit samples being received at the testing laboratory.

- 5. DrenchChecks and testing are dependent on the individual providing sufficient information and using Kits correctly and as intended. If insufficient or incorrect information is provided or Kits are not used correctly, then the samples will not be processed for testing and the individual will not be eligible for a DrenchCheck. Samples received after the Claim Period will not be processed for testing.
- 6. Only one (1) claim is permitted per farm entity.
- 7. Each Kit is valued at \$141; individuals will receive two Kits valued at \$282 in total. Such values are based on the current GYST Parasitology Services 2022 Price List for parasitology laboratory services. Kits are not transferable.
- 8. DrenchChecks provide a simple, fast and low-cost indication of possible drench resistance. As such, they should be viewed as a starting method to check for possible drench resistance. They do have limitations. Please see <a href="https://www.wormboss.com.au">www.wormboss.com.au</a> for more information. The Promoter is not responsible for, nor does it guarantee, testing results and drench resistance indications and is not responsible for (and shall not be held liable for) drench choice or timing of drench or production loss incurred in relation to same, as a result of this offer.
- 9. The Promoter reserves the right, at any time, to verify the validity of participants in the Promotion (including an individual's identity, age, place of residence, farm address and flock size) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the Promotion process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 10. Incomplete or indecipherable claims will be deemed invalid.
- 11. If there is a dispute as to the identity of an individual participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the individual.
- 12. The Promoter's decision is final and no correspondence will be entered into.
- 13. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter including, but not limited to, technical difficulties, unauthorised intervention or fraud, war, terrorism, state of emergency, pandemic or any other kind of disaster the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any individual participant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate (subject to, where applicable, any written directions from a regulatory authority).
- 14. Any cost associated with accessing the promotional website is the individual's responsibility and is dependent on the Internet service provider used.
- 15. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under

the Competition and Consumer Act, as well as any other implied warranties under similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees").

- 16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury and any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Promotion including, without limitation arising out of: (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 sample or results that are late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Kit or DrenchCheck or in Kit value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; and (f) any use of or reliance on the Kits or DrenchChecks by any person.
- 17. The Promoter collects personal information (including name, address and email) ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. The Promoter will only pass your Personal Data to agents of the Promoter (including outside the EEA) in accordance with the Promoter's Privacy Notice. Participation is conditional on providing this PI. The Promoter will process your PI to administer this Promotion. The Promoter will also use, handle and process PI in accordance with the Promoter's Privacy Notice which can be viewed at www.privacy.elanco.com. In addition to any use that may be outlined in the Promoter's Privacy Notice, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participant. Further you agree that all data generated as a result of the diagnostic services (including testing) may be used by the Promoter for research and marketing purposes in an aggregated, deidentified form (ensuring that data cannot be traced back to any individual). For more information, or to make any request regarding the Promoter's processing of your PI, please visit www.privacy.elanco.com.
- 18. These Terms and Conditions are governed by the laws of New South Wales, Australia and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.
- 19. The Promoter is **Elanco Australasia Pty Ltd** (ABN 64 076 745 198) of Level 3, 7 Eden Park Drive, Macquarie Park, NSW, 2113.

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