

#SantApplaws Advent Calendar

These terms and conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of the terms and conditions and by entering this promotion all participants will be deemed to have accepted and be bound by the terms and conditions. Please retain a copy for your information.

The Promoter: Level 11, 66 Clarence Street, Sydney, NSW 2000, Australia.

Eligibility

- 1) This competition is open to residents of the Australia and New Zealand aged 18 or over.
- 2) This competition excludes employees of MPM Products (the "Promoter"), their immediate families, its affiliated companies, distributors, agents or anyone else professionally connected to the Promotion.
- 3) Internet access and a Facebook and/or Instagram account are required.
- 4) Entries are limited to one per person, per day. Anyone trying to circumvent this rule by using alternative details including but not limited to creating multiple Facebook or Instagram accounts will be disqualified. Entries (bulk or otherwise) made from trade, consumer groups or third parties will not be accepted. If it becomes apparent that a participant is re-posting the same content multiple times or using a computer(s) to circumvent this condition by, for example, the use of 'script', 'brute force' or any other automated means, that person's entries will be disqualified and any prize awarded will be void.
- 5) Max. one (1) prize per person for the duration of the promotion.

Promotional Period

- 6) The main promotional period is 09:01 on 01/12/19 to 23:59 on 24/12/19

Entry Requirements

- 7) Entrants are required to comment on/reply to social posts that reference #SantApplaws with the relevant hashtag and 3 words to describe their pet (game of skill) as detailed in the caption.
- 8) Numerous factors outside the control of the Promoter may interfere with the operation of Facebook or Instagram. The Promoter does not therefore guarantee continuous, uninterrupted or secure access to any of the platforms.
- 9) Incomplete, illegible, misdirected or late entries will not be accepted. Proof of sending will not be accepted as proof of delivery. The Promoter takes no responsibility for entries delayed, incomplete or lost due to technical reasons or otherwise.
- 10) The Promoter monitors responses to this Promotion and if any responses or any previous posts made by an entrant are, or could be regarded as being disrespectful towards other members of the Facebook, Twitter or Instagram community, or which contain anything which is likely to, or could cause offence or distress will be removed from the Promotion. As someone who enters the promotion, your use of Facebook or Instagram is subject to the terms and conditions.

- 11) A participant's entry will be deemed invalid if the post -
- a. contains defamatory, malicious, indecent or other inappropriate content;
 - b. includes the names, images or statements of any individual without their express permission; or
 - c. in the reasonable opinion of the Promoter, causes any widespread or serious offence (taking into account prevailing community views or standards).

12) By participating in the promotion, the entrants licence and grant the Promoter an exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish and display such content for any purpose in any media, without compensation, restriction on use, attribution or liability. Participants agree not to assert any moral rights in relation to such use where the moral rights in respect of the content are theirs to assert. Participants warrant that the materials contain no copyright materials, are their original works, have not been copied, in whole or in part, from any third party and they have full authority to grant these rights. Participants also warrant that any person featured has given their express permission and/or any child (under 16 years) has parental or guardian consent.

Prize

13) There are 24 x Prizes to be won in total, 1 for each day from 01/12/19 - 24/12/19.

14) Each prize varies and is stated in the caption.

14) Flavours that winners will receive will be at the discretion of MPM Products and may include short dated stock. Where short date products are included in the prize MPM Products hereby warrants that these products are safe for consumption. There will be no choice of prize for the winners to pick from.

15) Prizes are awarded via judgement by a third party based on the 3 words the participant has given to describe their pet. There is no cash alternative or refund for unused portions of the prize unless otherwise agreed between the Promoter and winner. In the event of circumstances outside of its control, the Promoter reserves the right to substitute a similar prize of equal or greater value at the Promoter's discretion.

Winner Selection and Notification

16) Winners will be selected throughout the promotional period, 24 x winners will be selected. Selection of the winning entry is at the sole discretion of Promoter.

17) Winners will be notified via comments or direct messages on the specific social platform within 14 days of the comment date and will be required to provide personal details of their chosen delivery address and contact number.

18) If the winners do not reply within 7 days of initial contact, their prize will then be offered to a reserve winner.

19) The prize will be sent out by 31st January 2020.

General

20) The Promoter's decision is final with regard to all promotional matters.

21) If, for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion modify or suspend the competition or invalidate any affected entries. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.

22) The Promoter reserves the right to verify all entrants including but not limited to asking for address and identity details (which they must provide within 7 days) and to refuse to award a prize or withdraw prize entitlement, and/or refuse further participation in the promotion and disqualify the participant where there are reasonable grounds to believe there has been a breach of these terms and conditions or any instructions forming part of this promotion's entry requirements or otherwise, where a participant has gained unfair advantage in participating in the promotion or won using fraudulent means.

23) Winners agree to participate in any reasonable publicity required by the Promoter.

24) The Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law in which case that liability is limited to the minimum allowable by law.

25) This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. By entering the promotion, all participants accept that they have no claim against Facebook or Instagram. By entering the promotion, all participants agree to a complete liability release for Facebook or Instagram.

26) If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.

Data Protection

28) The Promoter will only use the participant's personal details supplied for the administration of the promotion and for no other purpose, unless the Promoter has the participant's consent. Participants' personal details will at all times be kept confidential and in accordance with the Data Protection Act 1998.

29) By participating in the Promotion, participants agree to the use of their personal data as described here.