**“USE OUR LICE RISK CALCULATOR FOR YOUR CHANCE TO WIN” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Boehringer Ingelheim Animal Health Australia Pty Ltd (ABN 53 071 187 285) of Level 1, 78 Waterloo Road, North Ryde NSW 2113, telephone: 1800 226 315.
3. Entry is only open to Australianresidents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.
4. Employees (and their immediate families) of the Promoterand agencies associated with this Promotion are ineligible to enter. 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.
5. Entries into the Promotion open at 7am AEST on 04 August 2019 and close at 11:59pm AEST on 30 September 2019 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
   1. Visit [www.fennecpouron.com.au](http://www.fennecpouron.com.au),
   2. Select the link titled [www.fennecpouron.com.au/calculator](http://www.fennecpouron.com.au/calculator) to enter the Promotion entry page,
   3. Select the link on the Promotion entry page to use the Promoter’s Lice Calculator,
   4. After using the Promoter’s Lice Risk Calculator, select the link to complete an entry form titled FENNEC ENTRY FORM,
   5. Complete the entry form and press “Submit”.
7. Only one (1) entry is permitted per person.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) 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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of thePromotion. 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.
9. Incomplete or indecipherableentries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place at Handling Matters, Unit 40, 1-5 Thew Parade, Cromer NSW 2099 on 04 October 2019 at 10am AEST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing via email within two (2) business days of the draw and their names will be published online at [www.fennecpouron.com.au](http://www.fennecpouron.com.au) from 6 October 2019.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. The first three (3) valid entries drawn will each win an Engel Fridge Freezer valued at $1,299.
14. The next ten (10) valid entries drawn will each win a RM Williams leather duffel bag valued at $560.
15. The next one hundred (100) valid entries drawn will each win a Fennec Wool Beanie valued at $25.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is $11,997.00. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. A draw for any unclaimed and/or forfeited prizes may take place on 06 January 2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing via email within two (2) business days of the draw and their names will be published online at [www.fennecpouron.com.au](http://www.fennecpouron.com.au) from 10 January 2020.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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, or unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
22. Any cost associated with accessing the Promotion website is the entrant’s responsibility and is dependent on the Internet service provider used.
23. 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 the ASIC Act or similar consumer protection laws** in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
24. 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; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way 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 entry or prize claim that is 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
25. The Promoter collects personal information ("**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, prize suppliers and, as required, to Australian regulatory authorities.
26. By participating in this Promotion, entrants consent to the Promoter collecting, using and processing the PI submitted by entrants in connection with this Promotion for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoter’s Privacy Policy is available via <https://www.boehringer-ingelheim.com.au/data-privacy>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI to overseas entities (see Privacy Policy for details).
27. This Promotion is in no way sponsored, endorsed or administered by, or associated with Engel or RM Williams.