

"BRAVECTO®/VITRECTO®" 2023 CONTEST

from MERCK ANIMAL HEALTH

OFFICIAL RULES

1. The **Bravecto®/Vitrecto® 2023 Contest** (the "Contest") is organized by Intervet Canada Corp., doing business in Canada as Merck Animal Health (hereinafter the "Sponsor" or "Contest Sponsor"). The Contest starts on March 1, 2023 at 9:00 A.M. (E.T.) and ends on May 31, 2023 at 4 P.M. (E.T.) (the "Contest Period").

Eligibility

2. The Contest is open to residents of Canada who have reached the age of majority in their province or territory of residence. Employees, representatives and agents of the Contest Sponsor, its affiliated companies, its advertising or promotional agencies, its promotional and contractual partners, and government officials, if any, involved in the administration or registration of the Contest, and persons domiciled with the aforementioned persons and members of the immediate family (father, mother, siblings and children, regardless of their place of residence) of the aforesaid persons are not eligible in regard to the Contest.

Prizes

3. The total number of available prizes will depend on the number of Participating Clinics (see below), which is estimated at up to five hundred (500) across Canada. One (1) prize is available to be won per Participating Clinic, each prize consisting of a CAD \$50 Amazon.ca gift card (each, a "Prize" or "prize"). Each prize has an approximate retail value of fifty dollars Canadian (CAD \$50) and is subject to the terms and conditions applicable to the prize gift card, as determined by the issuer.

The odds of winning a prize depend on the number of eligible entries submitted and received in accordance with these official Contest rules (the "Rules") in respect of each Participating Clinic.

How to Enter – There are two (2) ways to enter the Contest (there is a limit of one (1) entry per person, per residential address and per email address in the Contest, regardless of the method of entry):

4.1 Through a purchase. During the Contest Period:

- a) Purchase two (2) or more doses of BRAVECTO[®] and/or VITRECTO[®] at a Participating Clinic in Canada (to be a qualifying purchase, both doses must be purchased at the same Participating Clinic) and keep your proof of purchase (which must include: the purchase date; name of the participating clinic (see Rule 3 above); product purchased (including product name, size, quantity and price) and the transaction subtotal and total dollar amount (the "Proof of Purchase"). Eligible products are: BRAVECTO[®] Chewable Tablet; BRAVECTO[®] Topical Solution; BRAVECTO[®] ONE; and VITRECTO[®] Topical Solution. For a list of participating clinics (each, a "Participating Clinic" and, collectively, "Participating Clinics"), go to the Contest website at bravecto.ca/contest;
- b) Go to the Contest website at bravecto.ca/contest (the "Contest Website") and complete the online registration form ("Contest Registration Form") by providing your first name, last name, residential address, postal code, and a valid email address. You are limited to one (1) registration per person and the use of multiple email addresses or residential addresses is prohibited. You must also confirm that you have read and agree to be bound by the Contest Rules. (You will have the option to select if you would like to opt-in to receive future promotional communications unrelated to this Contest from the Contest Sponsor by email ("Optional Communications")). **IMPORTANT NOTE:** You are not required to opt-in to receive Optional Communications from the Sponsor to participate in the Contest. You can opt-out of receiving Optional Communications from the Sponsor at any time without impacting your participation in this Contest or chances of winning. Choosing to opt-in to the Optional Communication does not improve your odds of being selected as a potential winner in the Contest;
- c) Once you have completed the Contest Registration Form, follow the instructions on the Contest Website to upload a clear image or PDF of your Proof of Purchase;
- d) Confirm the Participating Clinic at which you made your qualifying purchase;
- e) Answer, unaided, the required mathematical skill-testing question presented on the Contest Website; and
- f) Submit your entry.

Failure to provide all required information requested on the Contest Registration Form or to properly upload the Proof of Purchase will void the entry. A properly completed purchase entry will entitle the entrant to receive one (1) entry into the Contest, associated with the applicable Participating Clinic at which the qualifying purchase was made.

- 4.2 Without a purchase. During the Contest Period:
 - a) You may submit a non-purchase entry in the Contest by following the steps below:
 - (i) Go to the Contest Website and complete the Contest Registration Form as provided in Rule 4.1 (b) above;
 - (ii) Instead of uploading a Proof of Purchase, upload (following the instructions on the Contest Website) a copy of an original essay, written by you, of not less than fifty (50) words, about activities you participate in with your pet(s);
 - (iii) Select the Participating Clinic closest to your place of residence;
 - (iv) Answer, unaided, the required mathematical skill-testing question presented on the Contest Website; and
 - (v) Submit your entry.

Failure to provide all required information requested on the Contest Registration Form or to follow the above steps will void the entry. A properly completed no-purchase entry will entitle the entrant to receive one (1) entry into the Contest, associated with the Participating Clinic selected in the entry.

There is a limit of one (1) entry per person, per residential address and per email address in the Contest, regardless of the method of entry.



<u>Draw</u>

- 5. A random draw in respect of each Participating Clinic will take place in Montreal around 10:30 A.M. (EST) on June 14, 2023 at the head office of the Contest Sponsor located at 16750 Trans-Canada Hwy, Kirkland, Quebec H9H 4M7, Canada from among all eligible entries submitted in respect of the applicable Participating Clinic during the Contest Period, to select one (1) potential prize winner per Participating Clinic. In the event that no eligible entries are received by the Contest Sponsor in respect of a particular Participating Clinic, no prize will be awarded in respect of that Participating Clinic.
- 6. To be declared a winner and claim a prize, any person whose entry form has been selected at random must:
 - a) successfully be reached by telephone or e-mail by the Contest Sponsor within five (5) business days of the draw; and
 b) have correctly answered, unaided, the required mathematical skill-testing question stipulated on the Contest Website;
- 7. In the event of failure by any person to comply with any of the conditions listed above, or any condition specified in the Contest rules, then such person will be disqualified (and will forfeit all rights to the applicable Prize) and the Contest Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize from among the remaining eligible entries submitted and received in accordance with these Rules, in accordance with the procedures outlined in these Rules (in which case the foregoing provisions of this Rule 7 shall apply to such newly-selected eligible entrant).
- 8. Following confirmation by the Contest Sponsor of the winners, the Contest Sponsor will contact them to arrange delivery of the prize won. The Contest Sponsor is not responsible for any prize once it has been shipped. Each Prize will only be awarded to the person whose verifiable full name, residential address and valid e-mail address is associated with the entry in question. Prizes will be delivered to confirmed winners' residential address, as provided via the Contest Website. Prize must be shipped to a Canadian address. Contest Sponsor will not deliver to a P.O. Box. Please allow six (6) weeks for delivery. By accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize does not prove satisfactory, either in whole or in part. There is a limit of one (1) Prize per Participating Clinic and per person, per residential address and per email address.

General Terms and Conditions

- 9. The information provided by entrants must be complete and accurate. The Contest Sponsor will not be held responsible for any late, misdirected or incomplete entries. Any entry that is incomplete, mutilated, reproduced or transmitted late will be disqualified and will not be eligible for the prize draw. Any no purchase entry essay that does not include all required elements will be rejected and will not qualify for participation. Except as otherwise expressly provided herein, the decisions made by the Contest Sponsor in this regard are final and without appeal.
- 10. The Contest Sponsor reserves the right to disqualify any individual or to cancel one or more entries from any individual participating in this Contest or attempting to participate using means that violate the Contest rules or likely to be unfair to other entrants (e.g. several entries using the same receipt or essay, etc.). Such an individual may be reported to the relevant legal authorities. Except as otherwise provided herein, the decisions made by the Contest Sponsor in this regard are final and without appeal.
- 11. **WARNING:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.
- 12. The prize must be accepted as is. NO SUBSTITUTION OF PRIZES IS PERMITTED, EXCEPT AT THE SOLE DISCRETION OF THE CONTEST SPONSOR. THE CONTEST SPONSOR RESERVES THE RIGHT TO SUBSTITUTE THE PRIZE WITH ANOTHER PRIZE OF EQUAL OR GREATER VALUE. THE PRIZE IS NOT TRANSFERABLE OR REDEEMABLE FOR CASH, IN WHOLE OR IN PART.
- 13. None of the Released Parties make any representation or offer any warranty, express or implied, as to the quality or fitness of the prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties (see Rule 14 below) should the prize or any portion thereof fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a prize, each confirmed winner agrees to waive all recourse against the Contest Sponsor and all the other Released Parties if the prize does not prove satisfactory, either in whole or in part. Each such confirmed winner acknowledges and agrees that their recourse regarding the prize, once delivered, shall be limited to the prize issuer.
- 14. Entrants agree to abide by the terms of these Contest rules and the decisions of the Contest Sponsor, which shall be final and without appeal, except as otherwise provided herein. This Contest is subject to all applicable laws. By entering, entrants release and hold harmless the Contest Sponsor, their advertising agencies and respective affiliated companies, directors, officers, employees and agents (the "Released Parties") from any liability for any injuries, loss or damage whatsoever arising from or in connection with the Contest, the entrant's participation therein or the prize.
- 15. By entering the Contest, entrants agree to the disclosure of their names, place of residence, without any further compensation or notice, for advertising, marketing or informational purposes in any media or format (including the Internet and social media) in connection with this Contest or future similar contests.
- 16. All entries become the property of the Contest Sponsor. No correspondence will be exchanged with the entrants, except with those who have been selected as a potential winner of a prize.
- 17. For the purposes of these rules, the entrant is the person whose contact information appears on the Contest Registration Form. It is this person who must answer the mathematical skill-testing question and to whom the prize will be awarded in accordance with the Contest rules. The Contest Sponsor reserves the right to require proof of identity prior to prize remittance.
- 18. The Released Parties will not be liable for: (i) any failure of the Contest Website during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any entry, and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website, postal service delays or disruption; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or potential winner; and/or (vi) any combination of the above.
- 19. The Contest Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to



withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by the Contest Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident or any administrative or other an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

- 20. For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
- 21. This Contest is organized and held by Merck Animal Health. It is not associated with, or managed or sponsored by, the any of the Participating Clinics. Any questions, complaints or comments regarding the Contest should be submitted to Merck Animal Health and not to any of the Participating Clinics.

Privacy

22. Personal information is collected about entrants by the Contest Sponsor for the sole purpose of administering this Contest. No other informational or marketing communications will be received by the entrant, unless the entrant has given explicit consent to receive such communications. For further information on how Merck Animal Health collects, stores and uses personal information, visit https://www.msdprivacy.com/ca/en/.

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