

ADVANCE™ PRO-TEAM

BREEDER REWARDS PROGRAM TERMS & CONDITIONS

These terms and conditions form a binding agreement between Mars Australia Pty Ltd (ACN 008 454 313) trading as “Mars Petcare Australia” (“MARS PETCARE”) of 1 Petcare Place Wodonga, Vic, Australia 3690 and any person who registers as a “Breeder” on the Advance website at <https://shop.advancepet.com.au/> (“Website”) and elects to join the **ADVANCE®** Pro-Team Breeder Rewards Program (“Breeder”).

1. THE PROGRAM

- a) Breeders participating in the **ADVANCE®** Pro-Team Breeder Rewards Program (“Program”) have the opportunity to enjoy the following rewards:
- One special **ADVANCE®** new pet parent product kit (“Pet Parent Kit”) per puppy or kitten bred by the Breeder, for supply to the new pet owner; and
 - One \$5 credit, redeemable by the Breeder in the purchase of MARS PETCARE products via the Website, for each Pet Parent Kit supplied to a new pet owner, where that new pet owner then signs up to the **ADVANCE®** Puppy and Kitten Club] via the Website,
- (“REWARDS”).
- b) Breeders agree to become ambassadors to promote and support the **ADVANCE®** brand, using the **ADVANCE®** logos, marketing materials, and products as provided and directed by MARS PETCARE from time to time, and to act at all times in accordance with these Program Terms & Conditions.
- c) ADVANCE PRO-TEAM Breeders agree to be contacted from time to time regarding the Program and other products, programs, or special offers from MARS PETCARE.

2. THE TERM

- a) These Terms & Conditions apply to all acts or omissions of the Breeder in connection with the Program and will apply from the earlier of the date on which these Terms & Conditions are accepted by the Breeder or the date on which the Breeder first receives any Reward in connection with the Program, until terminated (“Term”).
- b) During the Term, the Breeder agrees to exclusively negotiate in good faith only with MARS PETCARE and not with any competitor to MARS PETCARE or any other third party concerning the right to enter into a subsequent or similar program.

3. REWARD CONDITIONS:

(a) PUPPY & KITTEN KITS:

Puppy & Kitten Kits may be requested by the Breeder by completing the relevant online form via the Website.

- One Puppy & Kitten Kit per individual puppy/kitten bred by that Breeder during the Term, max of 16 Puppy & Kitten Kits per order (unless otherwise approved by MARS PETCARE).
- After the date of birth of the relevant puppy or kitten, MARS PETCARE will deliver the Puppy & Kitten Kits to the Breeder's nominated Australian address at no charge to the Breeder.
- Puppy & Kitten Kits must exclusively be provided to new pet owners. Puppy & Kitten Kits may not be retained by the Breeder for any personal or commercial use outside of this Program and may not be sold or gifted to any other person or exchanged for cash or any other consideration.

(b) Credits:

- One \$5 credit ("Credit") will be applied to the Breeder's Website account for each Puppy & Kitten Kit supplied by the Breeder to a new pet owner, where that new pet owner subsequently joins the **ADVANCE®** Puppy and Kitten Club for the first time.
- The Breeder may, with the new pet parents informed consent, sign up the new pet parent to the **ADVANCE®** Puppy and Kitten Club by completing the applicable online registration form on new pet parents' behalf.
- New pet parents may sign up to the program themselves, however for the Breeder to receive the Credit the new pet parent must reference the Breeder's email address associated with the Breeder's Website Account, and any other information required.
- Credits are only redeemable on purchases of **ADVANCE®** products via the Website. Credits cannot be used in conjunction with any other discount or offer, are non-transferrable and cannot be redeemed for cash or any other consideration.
- Credits can only be accumulated up to a maximum of \$500 in any 12-month period and credits will automatically expire 12 months from the issue date, or upon termination of these Terms & Conditions or the Breeder's **ADVANCE®** PRO-TEAM account.

4. ADVANCE BREEDERS' OBLIGATIONS:

During the Term, the Breeder will:

- a) Agree to conform to the National Code of Ethics of Responsible Dog/Cat Ownership.
- b) Provide healthy puppies or kittens as outlined by the ANKC code of practice for hereditary diseases or as outlined by the Feline governing bodies in each state.
- c) Provide a "Health Guarantee" to new owners (as set out at the end of these Terms & Conditions).
- d) Create co-branding opportunities for **ADVANCE®** in relation to all Breeder

activities/advertising related directly or indirectly to the Program.

- e) Provide recommendations for use of **ADVANCE®** products where appropriate; promote the brand within the feeding regime whereby all dogs and puppies, and cats and kittens, are fed **ADVANCE®** products.
- f) Promote **ADVANCE®** as the initiating and ongoing sponsor of pure breed dogs, puppies, cats and kittens.
- g) Feed **ADVANCE®** products exclusively to all dogs, puppies, cats, and kittens under the Breeder's care.
- h) Encourage any new pet owner to register their details on the ADVANCE Puppy & Kitten program web site www.advancepuppykitten.com.au, for related Breeder programs and initiatives.
- i) Support the initiative of MARS PETCARE for the puppy and kitten program and otherwise act so as to enhance and not to damage or bring into disrepute **ADVANCE®** products and/or MARS PETCARE (including MARS PETCARE products generally).
- j) Provide MARS PETCARE with all information reasonably requested by MARS PETCARE in connection with the Breeder's participation in the Program, including for the purpose of verifying any Rewards claim made by the Breeder or an associated new pet owner, verifying the proper use of the Puppy & Kitten Kits, and ensure that any and all information provided to MARS PETCARE or any other person in connection with the Program is true, correct, and reasonably complete.

During the Term (including any extension thereof), the Breeder agrees not to:

- k) Promote products that compete with or are likely to compete with **ADVANCE®** products.
- l) Use **ADVANCE®** branding or logos without the prior approval from the relevant MARS PETCARE representative.
- m) Make any public comment on behalf of the **ADVANCE®** brand without the prior approval of MARS PETCARE.
- n) Use **ADVANCE®** Puppy/Kitten Kits for any use outside of the purposes of the Program.

5. INTELLECTUAL PROPERTY RIGHTS

The Breeder acknowledges that all title, ownership rights and intellectual property rights in and to any products or other materials supplied by MARS PETCARE to the Breeder in connection with the Program (including any content created for the Program) and any and all related versions, adaptations, or improvements ("MARS PETCARE IP") are owned by or licensed to MARS PETCARE and are not assigned to the Breeder under these Terms & Conditions, unless otherwise approved by MARS PETCARE upon written request by the Breeder.

6. USE OF TRADEMARKS, LOGOS ETC AFTER TERMINATION

At the end of these Terms & Conditions, whether by termination or expiry, both parties will not use or refer to the name, trademarks or any other property (including, in respect of the Breeder, the MARS PETCARE IP) of the other party.

7. WARRANTIES AND LIABILITY

- a) The MARS Standard Terms and Conditions (accessible at <https://shop.advancepet.com.au/>) apply to the Breeder's use of the Website and participation in the Program save that these Terms & Conditions will apply to the extent of any inconsistency between them and the MARS Standard Terms and Conditions.
- b) Without limiting any provision of the MARS Standard Terms and Conditions, to the maximum extent permitted by law MARS PETCARE excludes any and all liability for or in respect of any loss, cost, damage, claim (including in negligence), or expense suffered or incurred by the Breeder or any other person in connection with the Program or these Terms & Conditions. To the extent that any such liability of MARS PETCARE cannot be excluded by law then, where it is lawful to do so, MARS PETCARE limits its liability in relation to any goods or services supplied under these Terms & Conditions or in connection with the Program to supplying replacement goods or services.
- c) Breeders are solely responsible for disclosing the nature of their participation in the Program, and the Rewards, to new pet owners and MARS PETCARE will not be liable for or in connection with any failure by the Breeder to make such disclosure (including where such failure constitutes misleading or deceptive conduct or a breach of any other applicable law).

8. CONFIDENTIALITY

The parties will treat as confidential the terms of these Terms & Conditions and all information supplied by or on behalf of one or the other.

9. TERMINATION

Either party may terminate these Terms & Conditions immediately by written notice to the other party if any terms of these Terms & Conditions are breached within 14 days after service of notice of that breach. Or if there is a belief held by either party that its reputation is being adversely affected by the activities of the other party.

Either party may terminate these Terms & Conditions for convenience on no less than 30 days' written notice to the other party.

MARS PETCARE may, with or without notice, immediately:

- a) terminate or suspend access to the Breeder's ADVANCE PRO-TEAM account, or
- b) terminate these Terms & Conditions as they apply to the Breeder, or
- c) take any other action deemed appropriate by MARS PETCARE in its sole discretion,

if Mars has reason to believe that the Breeder has breached any term or condition of these Terms & Conditions or the MARS Standard Terms and Conditions.

All obligations on either party under these Terms & Conditions cease to apply on termination or expiration of these Terms & Conditions as they apply to the Breeder, but termination of these Terms & Conditions will not otherwise affect the application of the MARS Standard Terms and Conditions.

10. RELATIONSHIP OF THE PARTIES

The parties agree that:

- They will exercise their rights and carry out their obligations under these Terms & Conditions in accordance with good commercial practice and in good faith; and
- The parties' relationship is limited to those matters referred to in these Terms & Conditions and nothing contained in these Terms & Conditions will constitute them as an agent of each other or partners, nor shall it create any agency or partnership for any purpose whatsoever.

11.VARIATION

MARS PETCARE may at any time on at least 30 days' written notice to the Breeder amend or vary the terms of these Terms & Conditions, noting that the Breeder may, on receipt of such notice, terminate these Terms & Conditions at any time before that amendment becomes effective by providing MARS PETCARE with written notice of termination.

ANNEXURE A - The Breeder HEALTH GUARANTEE

The Breeder WILL PROVIDE A HEALTH GUARANTEE FOR PUPPIES/
KITTENS SUPPLIED AS FOLLOWS

Guarantee

Your new family member has undergone a Veterinary Health Check and comes to you vaccinated and wormed.

There is a 14-day Health Guarantee period to which conditions apply

- a. If the puppy or kitten exhibits any signs of ill health within the 14-day Health Guarantee Period, please notify us immediately.

- b. A feeding regime is included within the puppy or kitten kit-please feed your puppy or kitten following the guidelines stringently.
- c. Should the puppy or kitten be diagnosed to have contracted any serious disease or as having a congenital illness likely to affect its life expectancy within the 14-day health guarantee period, we will offer the following options at our discretion
- d. We will take back the puppy/kitten and reimburse the purchase price in full
- e. We will supply a replacement puppy/kitten free of charge (subject to availability)
- f. This 14-day from purchase Health Guarantee does not cover misadventure or accidents or any genetic health problems that may appear later in life