

# PEDIGREE™ YOU BRUSH, THEY CHOMP

## TERMS OF USE

The You Brush, They Chomp campaign and platform (at [www.pedigree.com.au/you-brush-they-chomp](http://www.pedigree.com.au/you-brush-they-chomp)) (“**YBTC Platform**”) is owned, operated and provided by Mars Australia Pty Ltd t/as Mars Petcare Australia (ABN 48 008 454 313) (“**Mars**”, “**we**”, “**us**” and “**our**”).

The YBTC Platform is intended to encourage children to brush their teeth daily by incentivising them to provide their dog with a chew each day they have brushed their teeth.

To participate in this You Brush, They Chomp campaign, a parent or guardian, on behalf of their child or children (“**you**” and “**your**”), will need to create a user account on the YBTC Platform (“**User Account**”). You can register up to five (5) children under each User Account. You will also need to ensure your child or children have toothbrushes and toothpaste, and that you have a dental chew for your pet. We recommend the use of Pedigree Dentastix Oral Care chews.

During each day, your child will be required to brush their teeth and then give their dog a dental chew. You will then be required to log in to the YBTC Platform through your User Account and tick the ‘brush’ and ‘chomp’ boxes on the dashboard.

Upon ticking both ‘brush’ and ‘chomp’ boxes on the YBTC Platform, you will unlock participation rewards in the form of daily digital badges that will pop up on screen and will be added to the Home Page Healthy Habits Sticker Path. Weekly emails at 7, 14, 21 and 28 days with the reward badges earned for the previous week will be sent to the parent or guardian, rewarding frequency and celebrating the forming of healthy dental habits for both child and pet. A bonus colouring-in sheet will be included in the weekly emails. The YBTC Platform will be available from 20<sup>th</sup> April 2022, and you can access the dashboard at any time, unless otherwise advised by us. For the avoidance of doubt, no other rewards or compensation are available through the YBTC Platform. The daily digital badges and the colouring-in pages are the only reward for participating in the You Brush, They Chomp campaign.

## **Terms and Conditions**

### **1. Your Acceptance**

- A. By using and/or visiting the YBTC Platform, you signify your agreement to be bound by (1) these terms and conditions (the “**Terms and Conditions**”), and (2) Mars’ privacy policy (the “**Privacy Policy**”), found at [www.mars.com/privacy](http://www.mars.com/privacy). If you do not agree to any of these Terms and Conditions, or with the Privacy Policy, you must **not** use the YBTC Platform.
- B. Mars may, in its sole discretion, modify or revise these Terms and Conditions, the Privacy Policy, or any of its other policies at any time without notification, and you agree to be bound by such modifications or revisions. Mars recommends periodically revisiting the Terms and Conditions and the Privacy Policy to ensure you are kept up to date with any changes made. Your use of the YBTC Platform following any modification or amendment to these Terms and Conditions or the Privacy Policy will signify your acceptance of the revised terms. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits.

### **2. Terms and Conditions to apply to all users of the YBTC Platform**

These Terms and Conditions apply to all users of the YBTC Platform.

By creating a User Account, you acknowledge and agree that you are 18 years of age or older and you are the parent/guardian of the child or children that may access the YBTC Platform to participate in the You Brush, They Chomp campaign. You also affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions.

By using and/or visiting the YBTC Platform, you affirm that you are either 18 years of age or older, or possess legal parental or guardian consent to use and/or visit the YBTC Platform. You also affirm that you (or if applicable, your parent or guardian affirms that they) are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions.

### **3. Privacy**

By creating a User Account and registering your child to participate in the You Brush, They Chomp campaign, you are aware that limited personal data about you (your first name and email address) and about your child (first name or nickname only) will be shared with Mars for [the purpose of enabling your child's participation in the You Brush, They Chomp campaign and for them to access the YBTC Platform and the Game] and you consent to Mars collecting and using this personal information for such purpose. For further information on how we handle personal information, please refer to our Privacy Policy at [www.mars.com/privacy](http://www.mars.com/privacy)

### **4. General Use – Permissions and Restrictions**

- A. You will be required to create a User Account before you can access certain parts of the YBTC Platform including the dashboard.
- B. You must provide complete and accurate information when creating a User Account. You cannot use another person's User Account and must immediately notify us of any unauthorised use of your User Account. Mars reserves the right to co-operate with any legal order, direction or request to disclose your identity or other information.
- C. Mars hereby grants you permission to access and use the YBTC Platform as set forth in these Terms and Conditions, provided that:
  - i) You agree not to distribute in any medium any part of the YBTC Platform, including but not limited to Mars Content (all terms as defined below), without Mars' prior written authorization.
  - ii) You agree not to access Mars Content through any technology or means other than the provided functionality of the YBTC Platform itself, or other explicitly authorized means Mars may designate.
  - iii) You agree not to use the YBTC Platform for any commercial use, without the prior written authorization of Mars. Prohibited commercial uses include (but are not limited to) any of the following actions taken without Mars' express approval:
    - sale of access to the YBTC Platform or related services on another website;
    - use of the YBTC Platform or related services for the primary purpose of gaining advertising or subscription revenue;
    - the sale of advertising, on the YBTC Platform or any third-party website, targeted to the content of specific Mars Content; and
    - any use of the YBTC Platform or related services that Mars finds, in its sole discretion, to use Mars' resources with the effect of competing with or displacing the market for Mars or Mars Content.

- iv) You agree not to use or launch any automated system (including but not limited to "robots," "spiders," or "offline readers"), that access the YBTC Platform in a manner that sends more request messages to Mars servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.
- v) You agree not to collect or harvest any personally identifiable information from the YBTC Platform, for any commercial solicitation purposes.
- vi) In your use of the YBTC Platform, you will comply with these Terms and Conditions, and all applicable local, national, and international laws and regulations.
- vii) Mars reserves the right to discontinue any aspect of the YBTC Platform at any time for any reason, without notification, subject to law.
- viii) You acknowledge and agree that if you consented to receive promotional and marketing materials from YBTC and from Mars Petcare and its affiliates, when you 'unsubscribe' from the YBTC promotional and marketing emails, you are only unsubscribing from the YBTC Platform and not other Mars promotional and marketing materials. To unsubscribe from all Mars promotional and marketing materials, you acknowledge and agree you will need to do this by clicking the link to 'unsubscribe' on a relevant communication you receive from Mars Petcare and/or its affiliates.

## 5. Ownership of Mars Content on the YBTC Platform

- A. Unless specified otherwise, all content on the YBTC Platform, including without limitation:
  - (i) the registered and unregistered trade marks, service marks and logos contained therein;
  - (ii) software, source code, scripts, imagery, graphics, photos, sounds, music, videos, and any other intellectual property;(collectively, the "**Mars Content**"), are owned by or licensed to us, and are subject to copyright and other intellectual property rights under the law.
- B. Mars Content is provided in connection with your personal use of the YBTC Platform and Game and you must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute Mars Content in any way except as expressly provided for in these Terms and Conditions or with our express prior written consent.

## 6. Indemnity

To the extent permitted by law, you agree to defend, indemnify and hold harmless Mars, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YBTC Platform; (ii) your violation of any term of these Terms and Conditions; or (iii) your violation of any third party right, including without limitation any copyright, intellectual property, or privacy right. This defence and indemnification obligation will survive these Terms and Conditions and your use of the YBTC Platform.

## **7. Warranty Disclaimers**

You agree that your use of the YBTC Platform shall be at your sole risk. To the fullest extent permitted by law, Mars, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the YBTC Platform. To the fullest extent permitted by law, Mars makes no warranties or representations about the accuracy or completeness of the Mars Content.

Mars does not warrant that the YBTC Platform, or the servers on which the YBTC Platform are hosted, are free of software viruses or defects. Accordingly, Mars is not liable for any loss suffered as a result of any such viruses or defects.

## **8. Limitation of Liability**

To the extent permitted by law, in no event shall Mars, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of Mars Content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the YBTC Platform, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the YBTC Platform, and/or (v) any errors or omissions in any Mars Content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the YBTC Platform, whether based on warranty, contract, tort, or any other legal theory, and whether or not you have been advised of the possibility of such damages. While the foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction, where conditions, warranties or other rights are implied in this agreement or otherwise conferred by law, and it is not lawful or possible to exclude them, then those conditions, warranties or other rights will (but only to the extent required by law) apply to this agreement. At the option of Mars, our liability for breach of implied conditions or warranties is limited, to the extent permitted by law to, if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of the goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (iv) the payment of having the goods repaired and, if the breach relates to services, (i) the supply of the services again; or (ii) the payment of the cost of having the services supplied again. for clarity, nothing in these terms purports to or does limit the application of any statutory consumer warranties or rights.

You specifically acknowledge that Mars shall not be liable for the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

## **9. General**

If any provision of these Terms and Conditions is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and Mars' failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions are made subject to the law in force in the State of Victoria, Australia, and shall be interpreted and enforced by the courts in that jurisdiction, including with respect to any dispute arising under these Terms and Conditions.

