



Hill's Pet Nutrition South Africa (Pty) Ltd.

Postal: PO Box 27136, Hout Bay 7872

Street: 16 Victoria Avenue, Hout Bay 7806

Tel: (021) 791-9600 Toll Free: 0800 228 783

Email: infoza@hillspet.com

Directors: S. S. Mashiane, J. E. D. White

Registration No. 2011/000960/07

Dear Valued Hills Stockist,

Re: Terms and Conditions for Hill's Welcome Kits for new Pet Parents

1. Introduction

1.1. Thank you for ordering Hill's Pet Nutrition South Africa's ("**Hill's**") Pet Parents Welcome Kits ("**Welcome Kits**") from our designated wholesaler(s). We at Hill's are excited that you are providing new Pet Parents with our Welcome Kits.

2. Binding Nature of these Terms and Conditions

2.1. By ordering, and/or accepting the delivery of the Welcome Kits, and/or by the retention and/or use/distribution of the Welcome Kits **you agree** on behalf of yourself and your Outlet, which you warrant you are authorized to represent, **to be bound** by these Terms and Conditions.

2.2. For clarity it will be deemed that your acceptance, retention and/or use of the Welcome Kits is an acceptance and an expressed agreement to these Terms and Conditions.

2.3. If you do not agree to these Terms and Conditions, you must not place future orders, accept delivery of, retain or use/distribute the Welcome Kits and you are required to return the Welcome Kits which are currently in your possession in the same condition with the same contents that they were received.

2.4. If you have any questions, or if anything is unclear in these Terms and Conditions you are invited to contact the Hill's representative in your region or email infoZA@hillspet.com.

2.5. All persons, natural or juristic, which are in possession of Welcome Kits and/or uses/distributes Welcome Kits shall be referred to as "**Outlet**" in these Terms and Conditions.

3. Obligations on Outlets

3.1. Distributing Welcome Kits. Outlets are required to only hand out 1 (one) puppy/dog and/or one kitten/cat Welcome Kit per household (each household may receive no more than 1 Kitten and/or Puppy Kit per 12 month period) with a valid Welcome Kit coupon. Outlets may request to verify the details of the person requesting a Welcome Kit and should the Outlet be unable to verify the details of the person then



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the Outlet is not obligated to handout a Welcome Kit. Upon receipt of the kit code or the coupon code, the Outlet is required to redeem the coupon code at www.HillsCoupons.co.za by following the instructions found at <https://www.hillscoupons.co.za/assets/docs/hills-sa-coupon-redemption-tscs-final-2023.pdf>

3.2. Number of Welcome Kits. Outlets are to order and store no more than 4 (four) Welcome Kits of each kind (Puppy Small & Mini, Puppy Medium, Puppy Large Breed, Kitten at a time), and only replenish Welcome Kits as required after distributing a Welcome Kit together with redeeming the relevant coupon code. It is recommended that Outlet's keep a low stock, being no more than the average monthly usage, of each Welcome Kit kind to ensure that the contents of the Welcome Kit do not expire. Where the Outlet is a breeder, that Outlet should only order Welcome Kits relevant to the size of the breed they are breeding and limited to the number of puppies and/or kittens in the litter.

3.3. Storage and Condition.

3.3.1. Outlets are required to store Welcome Kits in a manner and location that preserves the appearance of the packaging of the Welcome Kits in the same condition as received;

3.3.2. Outlets are to maintain proper stock rotation of the Welcome Kits to ensure that Welcome Kits are handed out in the order in which they are received, prioritizing Welcome Kits according to the closest Best Before date of the bag of food in the kit.

3.3.3. Outlets are to ensure that Welcome Kits are distributed before the Best Before date of the bag of food in the kit and that

3.4. Restrictions on Use of Welcome Kits.

3.4.1. Outlets are strictly prohibited from removing items, dismantling the Welcome Kit or adding any additional items or products to the Welcome Kits.

3.4.2. Outlets' employees and representatives are prohibited from using the Welcome Kits for their own personal benefit or enjoyment.

3.4.3. Outlets are strictly prohibited from selling the Welcome Kit or selling any of the contents of the Welcome Kit.

4. Consequences of Non-Compliance



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- 4.1. Outlets which are found to not comply with these Terms and Conditions, in the sole discretion of Hill's, shall not be entitled to participate in ordering and distributing of Welcome Kits.
- 4.2. In the event that an Outlet is disqualified under clause 4.1. Hill's may, in its sole discretion, allow the disqualified Outlet to continue to participate in the ordering and distributing of Welcome Kits.
- 4.3. Disqualified Outlets shall be required to return All Welcome Kits which are in their possession to the wholesaler from which the Welcome Kits were ordered.

5. Limitation of Liability

- 5.1. Hill's Pet Nutrition, their associated companies, and their respective directors, officers, employees and agents will not be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause which may be suffered as a result of participating in distributing the Welcome Kits, or any act or omission of any other person. This clause 5.1 does not purport to limit or exempt Hill's Pet Nutrition for any loss directly or indirectly attributable to their gross negligence or that of any person acting for or controlled by them.

6. General

- 6.1. Law and jurisdiction: These Terms & Conditions shall be governed by the laws of South Africa. The you, and/or the Outlet consents to the non-exclusive jurisdiction of the High Court (Western Cape High Court, Cape Town) in respect of all matters arising out of or in connection with the Promotion or these Terms & Conditions.

Yours faithfully

Per: **Jonathan White (General Manager)**

For and on behalf of **HILL'S PET NUTRITION SOUTH AFRICA (PTY) LTD**, duly authorised