



"checkUP AND PLAY!" CONTEST

from **MERCK ANIMAL HEALTH**

OFFICIAL RULES

1. The **checkUP and Play! Contest** (the "Contest") is organized by Intervet Canada Corp., doing business in Canada as Merck Animal Health (hereinafter the "Contest Sponsor"). The Contest starts on November 20th, 2023, at 6:00 a.m. ET, and ends on January 20th, 2024, at 11:59 p.m. ET (the "Contest Period").

Eligibility

2. The Contest is open to VetStrategy clinics located in Canada. 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. Three (3) prizes are available to be won, each prize consisting of a Meta Quest 2 virtual reality headset (each, a "Prize" or "prize"). Each prize has an approximate retail value of four hundred twenty dollars Canadian (CAD \$420). 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").

How to Enter

- 4.1 To enter the Contest, an authorized representative of eligible clinics must visit the Contest webpage that is communicated by email to eligible clinics by VetStrategy (the "Webpage") and complete each of the three (3) following steps during the Contest Period (collectively, the "Submission"):
 - a) Complete the Kahoot quiz, which is accessible from the Webpage (the "Quiz");
 - b) Develop a parasite control protocol for your clinic using the interactive Parasite Control Protocol that is accessible from the Webpage for download (the "Protocol"); and
 - c) Develop a protocol implementation plan for your clinic using the interactive Parasite Control Protocol Implementation Plan that is accessible from the Webpage for download (the "Implementation Plan").
- 4.2 The Protocol and Implementation Plan must be submitted during the Contest Period to Canada.ah@merck.com.
- 4.3 Each eligible clinic is limited to one (1) entry per clinic. Failure to provide all required information requested in the Submission will void the entry.

Selection of Winning Clinics

5. Completion of each of the steps detailed in section 4.1 will earn a participating clinic a certain number of points (the "Protocol Points") as detailed hereinafter: up to 500 Protocol Points for the completion of the Quiz, based on the number of correct answers as well as the speed at which the Quiz is completed (i.e. the faster the Quiz is completed, more Protocol Points will be awarded); 250 Protocol Points for the submission of the Protocol; and 250 Protocol Points for the submission of the Implementation Plan.
6. The prizes will be awarded to the three (3) participating clinics that obtain the highest number of Protocol Points. The winning clinics will be selected on or around February 5th, 2024, 12:00 p.m. ET at head office of the Contest Sponsor located at 16750 Trans-Canada Hwy, Kirkland, Quebec H9H 4M7, Canada from among all eligible Submissions submitted during the Contest Period (the "Selection Date").
7. In order for any participating clinic to be declared a winner and claim a prize, a representative of any participating clinic that has been selected must successfully be reached by e-mail by "the Contest Sponsor" within five (5) business days of the Selection Date;
8. In the event of failure of a participating clinic to comply with any of the conditions listed above, or any condition specified in these contest rules, then such clinic 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 select the next clinic that obtained the highest number of Protocol Points for the applicable Prize from among the remaining eligible Submissions submitted and received in accordance with these rules, in accordance with the procedures outlined in these rules.
9. Following confirmation by the Contest Sponsor of the winning clinics, 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 clinic whose name, address and valid e-mail address is associated with the entry in question. Prizes will be delivered to confirmed winning clinics' place of business, as provided via the entry. 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 winning clinic agrees to waive all recourse against the Released Parties (defined below) if the Prize does not prove satisfactory, either in whole or in part. There is a limit of one (1) Prize per participating clinic.

General Terms and Conditions

10. The information provided by participating clinics 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 selection of winning clinics. Except as otherwise expressly provided herein, the decisions made by the Contest Sponsor in this regard are final and without appeal.
11. The Contest Sponsor reserves the right to disqualify any participating clinic or to cancel one or more entries from any clinic participating in this Contest or attempting to participate using means that violate these rules or likely to be unfair to other entrants. Such a clinic 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.
12. **WARNING:** ANY ATTEMPT BY A PARTICIPATING CLINIC 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.
13. 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.
14. None of the Released Parties (defined below) make any representation or offers 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 winning clinic understands and acknowledges that it may not seek reimbursement or pursue any legal or equitable remedy from either the Contest Sponsor or any of the other Released Parties 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 winning clinic 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 winning clinic acknowledges and agrees that its recourse regarding the prize, once delivered, shall be limited to the prize issuer.
15. 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, its 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.
16. By entering the Contest, participating clinics represent and warrant that their participation is compliant with any applicable professional and/or ethical obligations (such as obligations relating to conflicts of interest and independence), and that their participation in the Contest and/or the attribution of the prize is not an incentive or reward for prescribing, administering, recommending, purchasing, paying for, reimbursing, authorizing, approving or supplying any product or service sold or provided by the Contest Sponsor, or to obtain any other improper advantage for the Contest Sponsor.
17. By entering the Contest, entrants agree to the disclosure of their clinic name and place of business, 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.
18. 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.
19. For the purposes of these rules, the entrant is the participating clinic whose business information appears in the Submission. It is this clinic to whom the prize will be awarded in accordance with these Contest rules.
20. The Released Parties will not be liable for: (i) any failure of the Webpage during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to 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.
21. The Contest Sponsor reserves the right 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 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 error of any kind, or for any other reason whatsoever. The Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.
22. This Contest is organized and held by Merck Animal Health. Any questions, complaints or comments regarding the Contest should be submitted to Merck Animal Health.

Privacy/Transparency

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