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## Amatheon Animal Health's Veterinary Assistant Giveaway Full Terms & Conditions

Contest to be held at:

<https://www.instagram.com/amatheonpharmaceuticals>

<https://www.facebook.com/AmatheonAnimalHealth>

<https://www.amatheon.com/vet-assistant-week>

The 2024 Contest hosted for Veterinary assistants located at [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week>, web contest (the "Contest") is one of many various web pages operated by Amatheon Animal Health ("Amatheon").

Your use of [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week>, constitutes your agreement to all such Terms outlined below for the specific purposes of our sweepstakes. Please read these terms carefully and keep a copy of them for your reference.

[Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week>, is a Contest where the Amatheon Animal Health 2024 Veterinary Assistant Sweepstakes will be held.

Amatheon Animal Health is a leading distributor of prescription drugs to Veterinarian's around the country. Amatheon is hosting a sweepstakes giveaway for all veterinary assistant in the United States during Vet Assistant Week in 2024.

### Contest Entry Requirements

- Must be a current veterinary assistant with a veterinary hospital or animal health clinic. Exclusions may apply.
- Amatheon will mail the following prizes only to your veterinary hospital.
- You must be a current follower of Amatheon Animal Health on Instagram <https://www.instagram.com/amatheonpharmaceuticals>.
- On the day of the prize release, you must comment at least 3 Instagram handles to be eligible for one entry.
- Following Amatheon on any other social media account, purchases to our company, or another mode of false entry requirements are not approved contest entries.

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### **Sweepstakes Information:**

- The prizes to be released during Vet Assistant Week 2024:
  - July 21<sup>st</sup>, 2024 – 1 Winner of an Apple AirPods Pro.
  - July 22<sup>nd</sup>, 2024 – 1 Winner of an Apple iPad 9th generation 64GB.
  - July 23<sup>rd</sup>, 2024 – 1 Winner of an Apple iPad 10th generation 64GB.
  - July 24<sup>th</sup>, 2024 – 1 Winner of an Apple AirPods Max.
  - July 25<sup>th</sup>, 2024 – 1 winner of an Apple iPad Pro (11-inch) 256GB.
  - July 26<sup>th</sup>, 2024 – 1 Winner of an Apple MacBook Air 13.6” Laptop.
  - July 27<sup>th</sup>, 2024 – 1 Winner of a \$1,500 USD Royal Caribbean Digital Voucher.

### **Privacy**

Your use of [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> is subject to Amatheon's Privacy Policy. Please review our Privacy Policy, which also governs the Contest and informs users of our data collection practices.

### **Electronic Communications**

Visiting [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> or sending direct messages, comments including but not limited to text messages, emails, faxes to Amatheon constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Contest, satisfy any legal requirement that such communications be in writing.

### **Your Account**

By entering this contest, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Amatheon is not responsible for third party access to your account that results from theft or misappropriation of your account. Amatheon and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

Amatheon does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> only with permission of a parent or guardian.

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### **Links to Third Party Contests/Third Party Services**

[Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> may contain links to other web contests ("Linked Contests"). The Linked Contests are not under the control of Amatheon and Amatheon is not responsible for the contents of any Linked Contest, including without limitation any link contained in a Linked Contest, or any changes or updates to a Linked Contest. Amatheon is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Amatheon of the contest or any association with its operators.

Certain services made available via [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> are delivered by third party contests and organizations. By using any product, service or functionality originating from the [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> domains, you hereby acknowledge and consent that Amatheon may share such information and data with any third party with whom Amatheon has a contractual relationship to provide the requested product, service or functionality on behalf of [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> strictly in accordance with these terms of use. As a condition of your use of the contest, you warrant to Amatheon that you will not use the Contest for any purpose that is unlawful or prohibited by these Terms. You may not use the Contest in any manner which could damage, disable, overburden, or impair the Contest or interfere with any other party's use and enjoyment of the Contest. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Contest.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Contest, is the property of Amatheon or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Contest. Amatheon content is not for resale. Your use of the Contest does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Amatheon and the copyright owner. You agree that you do not acquire any ownership rights in any protected content.

We do not grant you any licenses, express or implied, to the intellectual property of Amatheon or our licensors except as expressly authorized by these Terms.

#### **Use of Communication Services**

The Contest may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.



Amatheon has no obligation to monitor the Communication Services. However, Amatheon reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Amatheon reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Amatheon reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Amatheon's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Amatheon does not control or endorse the content, messages or information found in any Communication Service and, therefore, Amatheon specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Amatheon spokespersons, and their views do not necessarily reflect those of Amatheon.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> or Posted on Any Amatheon Web Page Amatheon does not claim ownership of the materials you provide to [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> (including feedback and suggestions) or post, upload, input or submit to any Amatheon Contest or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Amatheon, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Amatheon is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Amatheon's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Service is controlled, operated and administered by Amatheon from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Amatheon Content accessed through [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Amatheon, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Contest or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Amatheon reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Amatheon in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Amatheon agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE CONTEST MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. AMATHEON ANIMAL HEALTH AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE CONTEST AT ANY TIME.

AMATHEON ANIMAL HEALTH AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE CONTEST FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. AMATHEON ANIMAL HEALTH AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AMATHEON ANIMAL HEALTH AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE CONTEST, WITH THE DELAY OR INABILITY TO USE THE CONTEST OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE CONTEST, OR OTHERWISE ARISING OUT OF THE USE OF THE CONTEST, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF AMATHEON ANIMAL HEALTH OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE CONTEST, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE CONTEST.

### **Termination/Access Restriction**

Amatheon reserves the right, in its sole discretion, to terminate your access to the contest and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida, and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Contest. Use of the Contest is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Amatheon as a result of this agreement or use of the Contest. Amatheon's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Amatheon's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Contest or information provided to or gathered by Amatheon with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Amatheon with respect to the Contest and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Amatheon with respect to the Contest. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Amatheon reserves the right, in its sole discretion, to change the Terms under which the Veterinary AssistantWeek contest [Instagram.com/amatheonpharmaceuticals](https://www.instagram.com/amatheonpharmaceuticals), [Facebook.com/AmatheonAnimalHealth](https://www.facebook.com/AmatheonAnimalHealth), and <https://www.amatheon.com/vet-assistant-week> is offered. The most current version of the Terms will supersede all previous versions. Amatheon encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Amatheon welcomes your questions or comments regarding the Terms:  
Amatheon Animal Health  
1301 NW 84th Avenue #101A  
Miami, Florida 33126  
Email Address: [info@amatheon.com](mailto:info@amatheon.com)  
Telephone number: 800-399-8387  
Effective as of July 1st, 2024.