



## #TommyNakakataCUTEChallenge

Simulan na natin ang taCUTEan-fest! 🐱👻 Sumali na sa #TommyNakakataCUTEChallenge para manalo ng 20KG of Tommy Dog Food!

### Mechanics:

1. I-comment lang ang picture ng pinakanakakataCUTE na Halloween costume ng buong CATropa (minimum of 3 cats)
2. Samahan ito ng creative caption
3. Gamitin ang hashtag #TommyNakakataCUTEChallenge
4. I-like at follow ang Tommy Facebook page
5. Promo runs from October 20 - November 1, 2023
6. Top 2 Winners will receive 20kg of Tommy Cat Food for your Miming, to be announced on the [Tommy Cat Food PH Official Facebook Page](#)

### TERMS AND CONDITIONS

Last updated October 19, 2023

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### AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, “as a Promo Participant” and on behalf of **Tommy Cat** concerning your participation in “#TommyNakakataCUTEChallenge” Promo posted on our [Tommy Cat Food PH Official Facebook Page](#)

You agree that by joining the said Promo, you have read, understood, and agree to be bound by all of these. If you do not agree with all of these Terms of Use, then you are expressly prohibited from joining the Promo.

Supplemental terms and conditions or documents that may be posted on the Facebook Group or Page from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change.



It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued participation of the Promo after the date such revised Terms of Use are posted.

The information provided on the Promo announcement posted on the Facebook Group or Page is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to participate in the Promo from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **DEFINITION OF TERMS**

**“Tommy”** refers to the cat food brand of Pilmico Animal Nutrition Corporation that offers nutritious cat food.

**“Promo”** refers to the posted material in the official Facebook Page of Tommy with the details and mechanics on how to join hereof. It also refers to any activity conducted by sales and marketing that is publicly posted and available for the customer.

**“Participants”** shall refer to the person to whom or for whose use his social media/facebook account to join the Promo.

**“Facebook Page”** shall refer to the official social media platform of [Tommy Cat Food PH Official Facebook Page](#) where announcements are made.

**“Giveaway / Prizes”** shall refer to a **20kg Tommy Cat Food** as prizes given by **Tommy**. Prizes can be claimed through Shopee or Lazada Vouchers that will be provided by the Official Tommy Representative to the winners.

**“Technical Sales Specialist” (TSS)** shall refer to the registered veterinarians of Pilmico in assisting the Official Tommy Representative to inform and assist winners in receiving their prizes.

**“Territory Business Manager” (TBM)** shall refer to a Tommy Sales Personnel of Pilmico that will help in assisting the Official Tommy Representative to inform and assist winners



in receiving their prizes.

**“Official Tommy Representative”** shall refer to a Marketing Personnel of Pilmico that will be assisting in communicating, processing and delivering the prize/s to the customer.

**“Marks”** shall refer to the symbol or sign used to represent **Tommy Cat Food**.

**“Content”** shall refer to the details or information included in the Promo.

**“Contributions”** shall refer to the information that was shared by the Participant or audience.

**“Submissions”** refer to any questions, suggestions or relevant information that was submitted by the Participants or audience to the Official Tommy Representative.

**“Notifications”** refer to the important information about the Promo that will be received by either the Participant or the Official Tommy Representative.

## **GENERAL GUIDELINES**

1. All are welcome to join the **“#TommyNakakataCUTEChallenge”** from 18 yrs old and above during the duration of the Promo from **October 20 - November 1, 2023** or until further notice. Should there be anyone who wishes to participate below 18 yrs. old, there should be consent from his/her parents or guardian.
2. There is no required purchase of any **Tommy Cat Food** to join the Promo. **Official Tommy Representative** has the right to validate the Participant’s photo comment based on the criteria:
  - a. Photo Creativity - 80%
  - b. Caption - 20%
3. Two (2) entries with the highest rating will each receive a **20kg pack of Tommy Cat Food**. There should be no redundant winners to give chance to other participants.
4. Names of winners will also be posted on the Tommy Cat Food PH Official Facebook Page. All winners will be notified via Facebook Messenger or SMS by our **Official Tommy Representative**.
5. **Official Tommy Representative** shall give instructions on how to claim the prize at



the time of the notification of winner via Facebook Messenger or SMS.

6. To claim the prize, Official Tommy Representative shall provide a Product Specific Voucher that can be redeemed via Lazada or Shopee. Instructions on how to redeem shall also be provided.
7. Vouchers must be redeemed one month after issuance. All unclaimed vouchers before the redemption date shall be forfeited.
8. In the event that the **Tommy Cat Food** given to the winner is found to be defective in any form, the prize will be replaced with the same Tommy product. If the original prize is not available, the winner can exchange for another Tommy product with the same price and should not exceed the original price at no cost to the winner.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, the Promo is Pilmico's proprietary property including the mechanics, Content, text, and graphics posted on the Facebook Page (collectively, the "Content") and the trademarks, service Marks, and logos contained therein (the "Marks") are owned or controlled by Pilmico or licensed to Pilmico, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the **Philippines**, foreign jurisdictions, and international conventions.

The Content and the Marks are provided on Facebook Page "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Promo and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to join the Promo, you are granted a limited license to access and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Promo Content and the Marks.

## **CONDITIONS OF PRIZES**

The details of the prize, **20kg Tommy Cat Food**, are specified in the Promo announcement posted in the Facebook Page of [Tommy Cat Food PH](#).



However, we do not guarantee that the colors, features, specifications, and details of the prizes will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the prizes. The prizes, **20kg Tommy Cat Food**, are not convertible to cash.

## **PARTICIPANTS' REPRESENTATIONS**

By participating the Promo, you represent and warrant that:

1. All information you submit will be true, accurate, current, and complete;
2. You allow Tommy to use your entry, including the photo, in future promotional, marketing and advertising posts.
3. You will maintain the accuracy of such information and promptly update such registration information as necessary;
4. You have the legal capacity and you agree to comply with these Terms of Use;
5. You are not under the age of 18;
6. You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to participate the Promo;
7. You will not participate to the Promo through automated or non-human means, whether through a bot, script or otherwise;
8. You will not use the Promo for any illegal or unauthorized purpose;
9. Your participation of the Promo will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future participation of the Promo (or any portion thereof).

## **PROHIBITED ACTIVITIES**

You may not participate in the Promo for any purpose other than that for which we make the Promo available. The Promo may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a Participant of the Promo, you agree not to:

1. systematically retrieve data or other Content from the Facebook Page to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. make any unauthorized participation of the Promo, including collecting



usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

3. use a bogus Facebook account to make more entries for the Promo.
4. use the Promo announcement to advertise or offer to sell goods and services.
5. circumvent, disable, or otherwise interfere with security-related features of the Promo, including features that prevent or restrict the use or copying of any Content or enforce limitations on the participation of the Promo and/or the Content contained therein.
6. engage in unauthorized framing of or linking to the promotion.
7. trick, defraud, or mislead us and other Participants, especially in any attempt to learn sensitive information;
8. make improper use of our support services or submit false reports of abuse or misconduct.
9. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. attempt to impersonate other Participants or use the account of another individual.
11. sell or otherwise transfer your profile.
12. use any information obtained from Promo in order to harass, abuse, or harm another person.
13. use the Promo as part of any effort to compete with us or otherwise use the Promo announcement and/or the Content for any revenue-generating endeavor or commercial enterprise.
14. decipher, decompile, disassemble, or reverse engineer any of the mechanics comprising or in any way making up a part of the Promo.
15. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Promo details to you.
16. delete the copyright or other proprietary rights notice from any Content.
17. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Promo.
18. use the Promo mechanics in a manner inconsistent with any applicable laws or regulations.

## **PARTICIPANTS' CONTRIBUTIONS**

The Official Tommy Representative assigned to facilitate the Promo may invite you to chat, contribute to, or participate in an online survey, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast Content and materials to us, including but not limited to text, writings, video,



audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by the Official Tommy Representative. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Promo facilitator, to use your Contributions in any manner contemplated by the Promo and these Terms of Use.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Promo and these Terms of Use.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. your Contributions do not otherwise violate, or link to material that violates, any



provision of these Terms of Use, or any applicable law or regulation.

Any use of the Promo in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to participate in the Promo.

## **CONTRIBUTION LICENSE**

By posting your Contributions to any part of the Facebook Page where the Promo announcement is posted, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retile, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service Marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Facebook Page.

You are solely responsible for your Contributions to the Promo and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on Facebook Page; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to





monitor your Contributions.

## **GUIDELINES FOR ONLINE SURVEY**

We may provide you with the link of the online survey to leave comments or ratings. When submitting the survey, you must comply with the following criteria:

1. your comments or suggestion should not contain references to illegal activity;
2. you should not be affiliated with competitors if sending negative comments;
3. you should not make any conclusions as to the legality of conduct;
4. you may not send any false or misleading statements;

Comments and suggestions coming from our online survey are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

By answering the online survey form, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all Content relating to your comments or rating.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Promo ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## **PROMO MANAGEMENT**

We reserve the right, but not the obligation, to:

1. monitor the Promo for violations of these Terms of Use;
2. take appropriate legal action against anyone who, in our sole discretion, violates



the law or these Terms of Use, including without limitation, reporting such Participant to law enforcement authorities;

3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. otherwise manage the Promo in a manner designed to protect our rights and property and to facilitate the proper functioning of the Promo.

## **PRIVACY POLICY**

We care about data privacy and security. By participating in the Promo, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. [Pilmico Privacy Policy](#)

## **COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Promo Announcement infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to the Promo infringes your copyright, you should consider first contacting an attorney.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you participate in the Promo. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and participation of the Promo (including request to block facebook account), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. we may terminate your entry in the Promo or block [your account and] any Content or information that you posted at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from



participating in any other Promos under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the Contents of the Promo at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Promo. We also reserve the right to modify or discontinue all or part of the Promo without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Promo.

We cannot guarantee that the Promo will be available at all times. We may experience problems related to the Promo, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Promo at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to participate in our Promo during any discontinuance of the Promo. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Promo or to supply any corrections, updates, or releases in connection therewith.

## **CORRECTIONS**

There may be information on the Promo that contains typographical errors, inaccuracies, or omissions, including descriptions, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Promo at any time, without prior notice.

## **DISCLAIMER**

The Promo is provided on an as-is and as-available basis. you agree that your participation of the Promo will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the Promo and



your participation thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranties or representations about the accuracy or completeness of the Promo's Content and we will assume no liability or responsibility for any:

1. errors, mistakes, or inaccuracies of Content and materials,
2. personal injury or property damage, of any nature whatsoever, resulting from your participation of the Promo,
3. any interruption or cessation of transmission to or from the Facebook Page,
4. any errors or omissions in any Content and materials or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available via Facebook Page relating to the Promo Content.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Promo, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services.

#### **LIMITATIONS OF LIABILITY**

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your participation of the Promo, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the Promo duration from **October 20 - November 1, 2023 or until further notice**, period prior to any cause of action arising. Certain local laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. your Contributions;
2. participation of the Promo;



3. breach of these Terms of Use;
4. any breach of your representations and warranties set forth in these Terms of Use;
5. your violation of the rights of a third party, including but not limited to intellectual property rights; or
6. any overt harmful act toward any other Participants of the Promo with whom you connected.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### **PARTICIPANTS' DATA**

We will maintain certain data that you transmit in participating in the Promo for the purpose of managing the performance of the Promo. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken in participating the Promo,

You agree that there shall be no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

#### **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Sending us emails, messaging through Facebook Messenger and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on Facebook Messenger, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.



## **MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on our Facebook Page where the Promo announcement is also posted constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or participation of the Promo.

You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **CONTACT US**

In order to resolve a complaint regarding the Promo or to receive further information regarding your participation of the Promo, please contact us at:

Pilmico Animal Nutrition Corporation  
Aboitiz Corporate Center, Gov. Manuel A. Cuenco Avenue, Kasambagan, Cebu City,  
and look for Leo Marko Valencia at 0917 804 8490 of the Marketing Department.