

HILL'S TERMS AND CONDITIONS (E-SHOP AND LOYALTY PROGRAMME)

HILL'S E-SHOP TERMS AND CONDITIONS

LAST UPDATED: 10 May 2022

1. ABOUT THESE TERMS

- 1.1 Welcome to the Hill's E-Shop terms and conditions. These apply when you use our web platform at hills4me.co.uk (the "Hill's E-Shop") to purchase our products from us.
- 1.2 These terms may have changed since you last reviewed them. For a list of changes and when they were made, please go to hills4me.co.uk/contact.

2. INFORMATION ABOUT US AND OUR PRODUCTS

- 2.1 The Hill's E-Shop is operated by Hill's Pet Nutrition Limited. We are registered in England and Wales with company number 01981158 and we have our registered offices at Unit 1b Guildford Business Park, Midleton Road, Guildford, Surrey, GU2 8JZ. Our main trading address is Unit 1b Guildford Business Park, Midleton Road, Guildford, Surrey, GU2 8JZ. Our VAT number is GB440536275.
- 2.2 You can find everything you need to know about us and our products on our website or by contacting us at hills4me.co.uk/contact before you order. We also confirm the key information to you by email after you order.

3. SIGNING UP TO THE E-SHOP

- 3.1 You will need to register for an account with the Hill's E-Shop to purchase products. Account registration requires a 'practice code' which you receive from your veterinarian.

4. HOW WE ACCEPT ORDERS

- 4.1 We only accept orders once we have checked them.
- 4.2 You will receive an initial email to confirm we've received your order, and we will then contact you again (normally within three working days) to confirm we've shipped it.
- 4.3 We will give you an estimated timeframe for delivery of your order when you are selecting your delivery option, but please note this is an estimate only and cannot be guaranteed, unless you have selected a shipping option with a guaranteed delivery date.
- 4.4 We only deliver within Great Britain (not Northern Ireland or Ireland).

5. WHEN WE REJECT ORDERS

- 5.1 Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside our delivery areas as stated on our website, or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

6. WHEN WE CHARGE YOU FOR ORDERS

- 6.1 We charge you when you place your order.
- 6.2 You will own your product once we have received payment in full.

7. PRICES AND PAYMENT

- 7.1 Prices in the Hill's E-Shop will be shown including VAT.
- 7.2 We will show you an estimation of your shipping costs in the checkout page. You can find more information about our shipping costs on the relevant product's overview page and under our 'Frequently Asked Questions' at hills4me.co.uk/FAQ.
- 7.3 You can pay for your order by bank transfer, direct debit, credit card or PayPal. Unless we agree otherwise with you in writing, we will not accept other payment methods.
- 7.4 Any payments made through PayPal are also subject to the relevant PayPal terms of use applicable to you as a user of PayPal's service.
- 7.5 If your payment is unsuccessful, we will notify you of this and you must make payment of the purchase price within 10 days of this notice or we will automatically cancel your order. If we incur any costs due to your selected payment method being rejected, we will charge you for those costs.

8. INTEREST ON LATE PAYMENTS

- 8.1 If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 5% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

9. INCREASES IN VAT

- 9.1 If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

10. WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

- 10.1 If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you can contact our Customer Service Team at hills_uk_eshop@hillspet.com to end the contract and receive a refund for any products you have paid for, but not received.

11. PRODUCTS CAN VARY SLIGHTLY FROM THEIR PICTURES

- 11.1 A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

11.2 The product description will make clear what version and price applies to each product. Please note that unless the product description indicates otherwise, any accessories shown (such as pet bowls or mats) will be for illustrative purposes only and will not be included.

12. YOUR DETAILS AND INFORMATION YOU GIVE US

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12.1 We may charge you additional sums if you don't give us information we've asked for about how we can make delivery or we can't deliver due to something you've done or not done. For example, we might need to reschedule delivery using another vehicle.

13. YOUR RIGHT TO CHANGE YOUR MIND

13.1 You have a legal right to change your mind about your purchase. You can receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out in this section.

13.2 The Hill's E-Shop offers UK customers a goodwill guarantee for most products bought online, which is more generous than your legal rights in the ways set out below. This goodwill guarantee does not affect your legal rights if there is something wrong with your product (for more on those rights see Section 16 (*If there is something wrong with your product*) below).

Your legal rights	How our goodwill guarantee is more generous
You pay costs of return.	We pay costs of return if you use our prepaid label.

13.3 You can't change your mind about an order for:

- (a) goods which will deteriorate or expire rapidly; or
- (b) goods which become mixed inseparably with other items after their delivery.

13.4 The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after the day we deliver it. If your order is split into several deliveries over different days, the period runs from the day after the last delivery.

13.5 How to let us know. To let us know you want to change your mind, please fill in the following form and email it to our Customer Service Team at hills4me.co.uk/contact:

I/We[*] hereby give notice that I/We[*] cancel my/our[*] contract of sale of the following goods [*]/for the supply of the following product[*]: [INSERT GOODS]

Ordered on [INSERT DATE] and received on [INSERT DATE],

Name of consumer(s): [INSERT YOUR NAME]

Address of consumer(s) : [INSERT YOUR ADDRESS]

*Please delete where not applicable.

13.6 Alternatively, you can do the same by post to the following address:

Hill's Pet Nutrition Ltd.,
Unit 1b Guildford Business Park
Midleton Road
Guildford
Surrey GU2 8JZ

13.7 Returning a product. You have to return your product (and any free gifts provided with it) to us within 14 days of telling us you have changed your mind. Returns are free if you use our prepaid returns label, which you can obtain by emailing our Customer Service Team at hills4me.co.uk/contact. If you do not use our prepaid returns label, you will be responsible for arranging and paying the cost of return.

13.8 For help with returns, please contact our Customer Service Team at hills4me.co.uk/contact.

13.9 We only refund standard delivery costs. We won't refund any extra you have paid for express delivery or delivery at a particular time.

13.10 We reduce your refund if you have used or damaged a product. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged, unsealed or opened, or any contents are missing. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team can advise you on whether we're likely to reduce your refund at hills4me.co.uk/contact.

13.11 When and how we refund you. If you tell us you've changed your mind about a product that hasn't been delivered or one that we're collecting from you, we refund you as soon as possible and within 14 days. If you're sending your product back to us, we refund you within 14 days of receiving it (or receiving evidence you've sent it to us). We refund you by the method you used for payment. We don't charge a fee for issuing the refund.

14. ENDING ONGOING CONTRACTS

14.1 We tell you when and how you can end an on-going contract with us (for example, for a subscription to goods) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team at hills4me.co.uk/contact.

15. IF THERE IS SOMETHING WRONG WITH YOUR PRODUCT

15.1 If you think there is something wrong with your product, you should contact our Customer Service Team at hills4me.co.uk/contact.

15.2 We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

15.3 Please also see Section 22 (*Resolving disputes*) below about your various options for resolving a dispute with us.

Summary of your key legal rights

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- (b) Up to 30 days: if your goods are faulty, then you can get a refund.
- (c) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- (d) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

15.4 Please note that we can't guarantee that all products are suitable for individual pets and it is your responsibility to check that the products are appropriate for your pet.

16. CHANGES TO PRODUCTS AND THESE TERMS

16.1 Changes we can always make. We can always change a product:

- (a) to reflect changes in relevant laws and regulatory requirements such as updating our packaging to ensure it is compliant; and
- (b) to make minor technical adjustments and improvements. These are changes that don't affect your use of the product.

16.2 We will only make other changes if we give you notice and an option to terminate. If we have to this we'll notify you and you can then contact our Customer Service Team at hills4me.co.uk/contact: to end the contract before the change takes effect and receive a refund for any products you've paid for, but not received.

17. SUSPENDING SUPPLY OF PRODUCTS

17.1 We can suspend the supply of a product. We do this to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the product (see Section 17 (*Changes to products and these terms*)).

17.2 If we suspend supply, we'll let you know and we may allow you to terminate. We will contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency.

17.3 We will not charge you for any suspended products. If we suspend supply or tell you we're going to suspend supply and you want to cancel your order or a subscription to that product,

you can contact our Customer Service Team at [hills4me.co.uk/contact](https://www.hills4me.co.uk/contact): to end the contract and we'll refund any sums you've paid in advance for products you won't receive.

18. WE CAN END OUR CONTRACT WITH YOU

18.1 We can end our contract with you for a product and claim any compensation due to us if:

- (a) you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- (b) you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, the practice code that you receive from your veterinarian;
- (c) you don't, within a reasonable time, allow us to deliver the product to you.

19. WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR PRODUCTS

19.1 We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- (a) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- (b) Caused by a delaying event outside our control. As long as we have taken the steps set out in Section 11 (*We're not responsible for delays outside our control*) above.
- (c) Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- (d) A business loss, which means it relates to your use of a product for the purposes of your trade, business, craft or profession.

20. OUR PRIVACY NOTICE

20.1 How we use any personal data you give us is set out in our Privacy Notice at <https://www.hillspet.co.uk/legal-statement-and-privacy-policy>.

21. RESOLVING DISPUTES WITH US

21.1 Our complaints policy. You can contact our Customer Service Team by emailing [hills4me.co.uk/contact](mailto:customer.service@hills4me.co.uk): and they will do their best to resolve any problems you have with us or our products..

21.2 Resolving disputes without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to [NAME OF ADR ENTITY] through their website at [WEBSITE ADDRESS]. [[NAME OF ADR ENTITY] does not charge

you for making a complaint and] [[if OR If] you're not satisfied with the outcome you can still go to court.

21.3 You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

22. OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

22.1 We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact our Customer Service Team at hills_uk_eshop@hillspet.com to end the contract within 14 days of us telling you about it and we will refund you any payments you've made in advance for products not provided.

22.2 You can only transfer your contract with us to someone else if we agree to this. However, you can transfer our guarantee to a new owner of the product. We can require the new owner to prove you transferred the product to them, for example by written confirmation of both you and the new owner.

22.3 Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

22.4 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

22.5 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

HILL'S LOYALTY PROGRAMME TERMS AND CONDITIONS

A. THE PROGRAMME

The Hill's Loyalty Programme offers customers the opportunity to receive 'cashback' rebates on Hill's products purchased for their own use from veterinary practices in the UK and Ireland.

B. PARTICIPATION CONDITIONS OF HILL'S LOYALTY PROGRAMME

1. Participation in the Hill's Loyalty Programme is open to anyone purchasing Hill's products for domestic use from a registered veterinary practice in the United Kingdom or Ireland. It is not applicable to purchases that will be sold-on, or to products that are returned for refund or exchanged for other brands.

2. The Hill's Loyalty Programme applies to products of the brands 'Hill's Prescription Diet', 'Hill's Science

Plan' and 'Hill's Vet Essentials' only.

3. The applicable amount of cashback for each product depends on the product size as follows:

Product Purchased	Quantity / Weight	CashBack	
Bag	0 - 3Kg	£4.00	€5.00
Bag	4kg - 8Kg	£6.00	€7.00
Bag	>10Kg	£10.00	€12.00
Pouch Box	12 x 85g	£4.00	€5.00
Wet Trays (Canine)	all can sizes	£6.00	€7.00
Wet Trays (Feline)	24 x 156g	£6.00	€7.00
Wet Trays (Feline)	24 x 85g)	£4.00	€5.00

4. To process your cashback claim, you will need to upload a receipt or invoice as proof of purchase. Receipts and invoices will not be valid unless they include all of this information:

- Product name
- Product size
- Clinic details (name, address, stamp)
- Purchase date
- Unique invoice number or receipt number

Each unique receipt or invoice will only be valid the first time that it is claimed on the Hill's Loyalty Programme or Staff Feeding Programme. Attempts to re-submit an invoice or receipt which has already been claimed may in Hill's sole discretion be treated as fraudulent activity.

5. You must submit your cashback claim within 6 months of the date of purchase on the receipt or invoice.

6. Your claim will be reviewed within 7 working days and, if it is approved, your Hills Loyalty Programme account will show a cashback credit.

7. You must redeem a cashback credit within 12 months of the date that the cashback claim is approved. You will receive a notification email prior to credit expiration. If you do not redeem it within that period it will no longer be valid.

8. When the accumulated approved cashback credits in your Hill's Loyalty Programme account equal or exceed £24/€28 you can redeem the cashback credits for cash. If you have not reached £24 in the UK or €28 in Ireland of credits in your Hill's Loyalty Programme within 12 months after your most recent cashback claim was submitted your cashback credit will unfortunately no longer be valid.

9. In order to redeem the cashback credits for cash you must click to indicate that you wish to redeem the credits. You will then receive an email from Vallassis/NCH Marketing (a third-party payment provider). Upon clicking through to the link provided in the email, you will be taken to software operated by Valassis/NCH Marketing where you will be invited to input information including your bank details, so that the cashback amount can be paid into your bank account. Payments are expected to be made within 14 working days.

10. By using the Hill's Loyalty Programme, you appoint Valassis(NCH Marketing) of Weldon House, Corby Gate Business Park, Corby, Northants NN17 5JG ("Valassis") as your agent to conclude the sale and purchase of certain services on your behalf for the purposes of facilitating the payment of Hill's Loyalty Tool cashback and other benefits from Hill's to you. As part of this, Valassis may collect money due to you from Hill's on your behalf and transfer it to you.

11. At its discretion, Hill's has the right to terminate any participant's membership in the Hill's Loyalty Programme with immediate effect if in Hill's reasonable opinion a member acts fraudulently, or violates these Terms & Conditions or any applicable law. Notice of termination will be sent to the e-mail address provided. Upon termination of the membership, the member is not entitled to use the benefits of the Loyalty Programme and any existing cashback credits may be voided.

C. COPYRIGHT, TRADEMARK

The websites <https://loyalty.hills4me.com/loyalty> & <https://ie.hills4me.com/> were developed by Hill's Pet Nutrition Ltd (Hill's) for the Hill's Loyalty Programme and it is protected by copyright. Its content may be used solely in accordance with the present Terms and Conditions. All trademarks and brand names used on the website are either the property of Hill's, or are used with the explicit permission of the holders of the respective rights applicable to them.

D. CONTENT OF THE WEBSITES

The content of the websites are intended to provide the user with general information, without issuing any guarantee or accepting any liability whatsoever. Hill's has done its utmost to ensure that the content of the websites are as accurate and up to date as possible. However, we cannot guarantee that they do not contain any errors or omissions. Hill's reserves the right to delete, edit or add to the content on the websites at any time whatsoever.

E. RESPONSIBILITY

Persons using the websites do so entirely at their own risk. Participants therefore bear personal responsibility for the correct input and transfer of data. To the extent permitted by law, neither Hill's itself nor its affiliates accept liability for any damage or loss whatsoever incurred in connection with access to and/or use of the content of this website or of this Loyalty Programme.

F. LINKS

As part of the Hill's Loyalty Programme you will receive links to third party websites and software, including websites and software operated by Valassis. The use of that software is subject to the third party's privacy policy and terms and conditions, which you should read.

Valassis' privacy policy and terms and conditions are available here, but are subject to change:

<https://www.valassis.co.uk/legal/privacy-policy/>

<https://www.valassis.co.uk/legal/terms-of-use/> .

Please see the "Third Party Services" section of our Privacy Policy

<https://www.hillspet.co.uk/legal-statement-and-privacy-policy>

Neither Hill's nor its subsidiaries therefore accept any liability whatsoever for the content of such external webpages, nor for any damages or loss incurred in connection with access to and/or use of the content of such webpages.

G. USE OF THE WEBSITE & DATA PRIVACY

We need to collect personal data in order to provide the Hill's Loyalty Programme to you and we may need to share it with our third party suppliers. If you do not provide the personal data requested, we will not be able to provide the programme.

By using the Hill's Loyalty Programme you consent to us and our third party suppliers processing your data as necessary to provide the Hill's Loyalty Programme Services.

Upon registration with the Hill's Loyalty Programme you have the choice to opt-in to receiving communication from Hill's about products, offers, and programmes. You can change your selection in the 'My Account' section of the website and opt-out at any time. We will still send communications to you relating to the functionality of the Hill's Loyalty Programme (eg. notification of credit expiry) as long as you continue to use the Hill's Loyalty Programme.

If you disclose any personal data relating to other people to us or to our service providers in connection with the Services, you represent that you have the authority to do so and to permit us to use the Personal Data in accordance with this Privacy Policy.

All personal data provided to us will be processed in accordance with Hill's Pet Nutrition's Privacy Policy which can be found at: <https://www.hillspet.co.uk/legal-statement-and-privacy-policy>

Please see the section of these Terms and Conditions headed 'Links' for information about personal data collected and processed by third parties in connection with the Hill's Loyalty Programme.

H. DURATION

Hill's reserves the right to amend or terminate the Hill's Loyalty Programme at any time and cancel pending credits. Hill's reserves the right to change these Terms and Conditions from time to time and we recommend that you review these Terms and Conditions periodically, including prior to making purchases and cashback claims.