

# Mars Screen Masters Promotion

## Terms and Conditions

SCHEDULE	
GENERAL	
<b>Promotion</b>	Mars Screen Masters Promotion
<b>Promoter</b>	Mars Australia Pty Ltd t/as Mars Wrigley Confectionery (ABN 48 008 454 313) of Tower 2, Collins Square, 727 Collins Street, Docklands, Melbourne VIC 3008, telephone +61 2 9847 9111.
<b>Who can enter?</b>	Entry is open to Australian residents only who are aged 18 or over at the time of entering the promotion.
<b>Who can't enter?</b>	Directors, officers, management, and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
<b>Permits</b>	Authorised under NSW: TP/01302; ACT: TP 21/01520; SA: T21/1378
WHEN AND WHERE WILL THE PROMOTION RUN?	
<b>Promotional Period</b>	The promotion starts at 12:01am AEST on 25/04/2022 and ends at 11:59pm AEST on 12/06/2022. No entries will be accepted after this time.
<b>Where will the Promotion Run?</b>	This promotion will run in participating retailers in Australia that stock and sell the Participating Products. A Participating Retailer is any retailer in Australia (including online) that stocks the Participating Product(s) and displays material advertising this Promotion.
<b>Website</b>	www.playscreenmasters.com.au
<b>What are the Participating Products?</b>	The following Large Bitesize bags sold at participating retailers are participating products: <ul style="list-style-type: none"> <li>• M&amp;M's Peanut 380g</li> <li>• M&amp;M's Milk 380g</li> <li>• M&amp;M's Crispy 335g</li> <li>• MALTESERS Milk 280g</li> <li>• PODS Mars 310g</li> <li>• SKITTLES 380g</li> <li>• M&amp;M's CHOCOLATE ICE CREAM CONE 4 PACK (Woolworths) OR M&amp;M's CONE CHOCOLATE ICE CREAM (Coles)</li> <li>• M&amp;M's BUBBLE GUM ICE CREAM CONE 4 PACK (Woolworths) OR M&amp;M's CONE BUBBLE GUM ICE CREAM 4 PACK (Coles)</li> </ul>
ENTRY DETAILS	
<b>How to Enter</b>	<p><b>Instant Win</b></p> <p>To enter the instant win promotion (game of chance), consumers must, during the Promotional Period:</p> <p>(a) Buy, in one (1) transaction, one (1) or more Participating Products from a Participating Retailer (<b>Qualifying Purchase</b>); and</p>

- (b) Using a mobile or web device, visit [www.playscreenmasters.com.au](http://www.playscreenmasters.com.au) (**Website**) and follow the prompts to the 'Instant Win' competition entry page.
- (c) Complete the entry form by including (but not limited to) name, place of purchase, suburb, receipt number, product, email and / or phone & upload a receipt and submit the entry. Entrants must retain original receipt for verification.
- (d) Upon submitting their online entry, Eligible Entrants will be immediately notified via an onscreen message whether they have provisionally won an Instant Win Prize. If an Eligible Entrant is deemed a provisional Instant Prize Winner, they will receive an email relating to the prize and claim details. If they have not won an Instant Win Prize, they will not receive an e-mail and will be notified on screen at the time of entry.
- (e) All instant win entries will automatically receive 5 points towards the Trivia game play leader board and in order to redeem will be prompted to create or login to an account and encouraged to play trivia to increase their chance of winning the weekly trivia prize.

**Trivia Win**

To enter the Screen Masters Trivia (game of skill), consumers will then be required to login to a valid account that can only be created by completing the instant WIN entry mechanic above:

- (a) Using a mobile or web device, visit [www.playscreenmasters.com.au](http://www.playscreenmasters.com.au) (Website) and follow the prompts to the Screen Masters Trivia entry page.
- (b) Once logged in consumers will then be directed to the game play screen and will have the opportunity to play trivia and complete as many trivia questions correctly in the allocated timeframe. Correct answers will be awarded points for every correct answer. All timings and point accumulation values, and rates can be found on [www.playscreenmasters.com.au/howtoplay](http://www.playscreenmasters.com.au/howtoplay)
- (c) At the end of each week, the player with the highest overall points is deemed the weekly provisional winner. The winner will be notified within two (2) business days after the winner is determined as to whether their entry is valid.

**Note:**

- (a) All Instant Prize Winners are deemed provisional prize winners and may be subject to verification before being awarded a Prize. Eligible Entrants must retain original purchase receipt(s) as proof of purchase. Purchase receipt(s) must clearly specify the store/online store of purchase, that the product(s) purchased are Participating Product(s) and that the purchase was made during the Promotional Period.
- (b) All Trivia Prize Winners are deemed provisional prize winners and may be subject to verification before being awarded a Prize. Eligible Entrants must retain original purchase receipt(s) as proof of purchase. Purchase receipt(s) must clearly specify the store/online store of purchase, that the product(s) purchased are Participating Product(s) and that the purchase was made during the Promotional Period.
- (c) In the instance that multiple players reach the same score at the end of an eligible week, the winner who commenced gameplay first will be deemed the eligible winner and will be notified within 2 business days after the winner is determined.
- (d) Time of entry is deemed to be the time of receipt into the Promoter's database and not the time of transmission by the entrant. Only entrants with proof of purchase can enter the promotional draw.

<b>Proof of Purchase Requirements</b>	Consumers must retain their original itemised receipt/s to verify each entry ( <b>Proof of Purchase</b> ). Proof of Purchase must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Promotional Period before you submitted your entry).
<b>What are the Entry Limits?</b>	<p><b><u>Instant Win</u></b></p> <p>The promotion can be entered up to two (2) times per day per person during the Promotional Period, provided that:</p> <ul style="list-style-type: none"> <li>a) each entry is based on a separate Qualifying Purchase;</li> <li>b) each Qualifying Purchase has been made in a separate transaction per person and a separate original itemised receipt has been issued; and</li> <li>c) each entry is submitted separately in accordance with these Terms and Conditions.</li> <li>d) Consumers are only able to accumulate trivia bonus points as per the above maximum entry requirements set at two (2) per day equalling a maximum bonus point of 10 per day.</li> </ul> <p><b><u>Trivia Win</u></b></p> <p>Consumers are limited to one (1) entry per week during the promotional period. Consumers unlock one (1) week of game play per eligible purchase per week enabling them to earn points which accumulate on the leader board, provided that:</p> <ul style="list-style-type: none"> <li>a) Complete the instant win mechanic which will verify that: <ul style="list-style-type: none"> <li>a. each entry is based on a separate Qualifying Purchase;</li> <li>b. each Qualifying Purchase has been made in a separate transaction per person and a separate original itemised receipt has been issued; and</li> </ul> </li> <li>b) The consumer has created and verified a gameplay account as per the above.</li> </ul>
<b>WINNER DETERMINATION DETAILS</b>	
<b>How are prizes awarded?</b>	<p><b><u>Instant Win Draw Details</u></b></p> <p>The Instant Win Prizes will be randomly awarded across the Promotional Period based on the InstantWinApi random computerised drawing system housed at Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York St, Sydney NSW, 2000 which will randomly determine two thousand (2000) winning times (each a "Winning Time"). The first entry received on or after each Winning Time, will be deemed to be Instant Win Prize Winners and will be awarded with an Instant Win Prize.</p> <p>Provisional winners of Prizes must claim their prize as instructed by the confirmation email sent to their email address provided post receiving the outlined correspondence.</p> <p>Entrants for the Instant Win are restricted to winning one (1) Prize only during the Promotional Period (except for SA residents).</p> <p><b><u>Trivia Win Draw Details</u></b></p> <p>Separate to the Instant Win Prize Draw, the entrant with the highest trivia score each week as part of the Screen Masters gameplay will be deemed the winner of the weekly trivia prize. Note that the Trivia Prize is a game of skill and chance plays no part in determining the Trivia prize Winner.</p> <p>The trivia prize will be determined weekly on:</p>

- Trivia Prize Draw 1: 3 May 2022 at 2pm AEST (for entries received between 12:01am 25/04/22 and 11:59pm 01/05/22)
- Trivia Prize Draw 2: 10 May 2022 at 2pm AEST (for entries received between 12:01am 02/05/22 and 11:59pm 08/05/22)
- Trivia Prize Draw 3: 17 May 2022 at 2pm AEST (for entries received between 12:01am 09/05/22 and 11:59pm 15/05/22)
- Trivia Prize Draw 4: 24 May 2022 at 2pm AEST (for entries received between 12:01am 16/05/22 and 11:59pm 22/05/22)
- Trivia Prize Draw 5: 31 May 2022 at 2pm AEST (for entries received between 12:01am 23/05/22 and 11:59pm 29/05/22)
- Trivia Prize Draw 6: 7 June 2022 at 2pm AEST (for entries received between 12:01am 30/05/22 and 11:59pm 05/06/22)
- Trivia Prize Draw 7: 14 June 2022 at 2pm AEST (for entries received between 12:01am 06/06/22 and 11:59pm 12/06/22)

Trivia Prize Draw Week	Start 12:01am	Ends 11:59pm	Draw Date	Draw Time
1	25/04/2022	1/05/2022	3/05/2022	2pm
2	2/05/2022	8/05/2022	10/05/2022	2pm
3	9/05/2022	15/05/2022	17/05/2022	2pm
4	16/05/2022	22/05/2022	24/05/2022	2pm
5	23/05/2022	29/05/2022	31/05/2022	2pm
6	30/05/2022	5/06/2022	7/06/2022	2pm
7	6/06/2022	12/06/2022	14/06/2022	2pm

All winners will be notified in writing and will be awarded their prizes via email correspondence in accordance with the timings outlined in these terms & conditions.

Entrants for the Trivia Win are restricted to winning one (1) Prize only during the Promotional Period (except for SA residents).

#### PRIZE DETAILS

Prize Details	Type	No. Available	Details	Value
	Instant Win Prize	Two Thousand (2,000)	The Instant Win Prize will consist of: \$25 Prezzy Vouchers	\$25.
	Trivia Prize	Seven (7)	The Trivia Prize will consist of: \$2,500 JB Hi-Fi Digital Gift Cards.	\$2,500
<b>Total Prize Pool</b>	The total prize pool across both the Instant Win & Trivia prize draw is valued at up to \$67,500 (RRP, including GST).  Instant Win Prize Pool is valued at up to \$50,000 (RRP, including GST). Trivia Win Prize Pool is valued at up to \$17,500 (RRP, including GST).			
<b>Prize Terms</b>	As per conditions of entry. Prizes are not transferable & cannot be converted to cash.			

	<p><u>Instant Win Conditions:</u> Prezzye Vouchers will be subject to the issuers terms which can be read at <a href="http://www.prezzye.com.au/doc/terms-of-service/">www.prezzye.com.au/doc/terms-of-service/</a> . The vouchers should be treated like cash and cannot be replaced if lost, stolen or destroyed.</p> <p><u>Trivia Win Conditions:</u> JB Hi-Fi Digital Gift Card Terms and Conditions apply. These can be read at <a href="https://www.jbhi-fi.com.au/Gift-Cards/Gift-Card-Terms-and-Conditions/">https://www.jbhi-fi.com.au/Gift-Cards/Gift-Card-Terms-and-Conditions/</a> . The gift cards should be treated like cash and cannot be replaced if lost, stolen or destroyed.</p>
<b>NOTIFICATION &amp; PUBLICATION</b>	
<p><b>Notification of Winners</b></p>	<p><b><u>Instant Win</u></b></p> <p>Winners will be notified instantly on screen if they are provisional winners and once verified they will receive confirmation in writing, to the email address used upon entry within two (2) business days of determination. This notification will include instructions as to how the winner is to claim the prize and establish their entitlement to it.</p> <p><b><u>Trivia Win</u></b></p> <p>Winners will be notified in writing, to the email address used upon entry within two (2) business days of the weekly gameplay concluding. This notification will include instructions as to how the winner is to claim the prize and establish their entitlement to it.</p> <ul style="list-style-type: none"> <li>• <u>Weekly Trivia Prize 1:</u> 5 May 2022 at 2pm AEST (for entries received between 12:01am 25/04/22 and 11:59pm 01/05/22)</li> <li>• <u>Weekly Trivia Prize 2:</u> 12 May 2022 at 2pm AEST (for entries received between 12:01am 02/05/22 and 11:59pm 08/05/22)</li> <li>• <u>Weekly Trivia Prize 3:</u> 19 May 2022 at 2pm AEST (for entries received between 12:01am 09/05/22 and 11:59pm 15/05/22)</li> <li>• <u>Weekly Trivia Prize 4:</u> 26 May 2022 at 2pm AEST (for entries received between 12:01am 16/05/22 and 11:59pm 22/05/22)</li> <li>• <u>Weekly Trivia Prize 5:</u> 02 June 2022 at 2pm AEST (for entries received between 12:01am 23/05/22 and 11:59pm 29/05/22)</li> <li>• <u>Weekly Trivia Prize 6:</u> 09 June 2022 at 2pm AEST (for entries received between 12:01am 30/05/22 and 11:59pm 05/06/22)</li> <li>• <u>Weekly Trivia Prize 7:</u> 16 June 2022 at 2pm AEST (for entries received between 12:01am 06/06/22 and 11:59pm 12/06/22)</li> </ul>
<p><b>Publication Details</b></p>	<p>Confirmed and awarded Instant Win &amp; Trivia prize winners will have their name and state/territory of residence published on the Website on 16/06/2022 for a period of twenty eight (28) days.</p>
<b>VERIFICATION &amp; DELIVERY</b>	
<p><b>Verification Requirements</b></p>	<p>Entrants and winners may be required to:</p> <ol style="list-style-type: none"> <li>a) provide proof of identity, proof of age and proof of residency to verify their entry (<b>Proof of Identity</b>). Identification considered suitable for verification is at the Promoter's discretion; and</li> <li>b) send their Proof of Purchase (for <u>all</u> entries submitted during the Entry Period) to the Promoter to verify that the relevant prize should be awarded.</li> </ol> <p>If, in the opinion of the Promoter, Proof of Purchase has been shared between any entrants, those entrants' entries may be deemed invalid and they will lose any right to a prize.</p>

	<p>Entering under a false name/s may invalidate all entries. Multiple entries under different names and or different emails from the same residential addresses may also invalidate at the Promoter's discretion, unless Proof of Identity and original Proof of Purchase (for all entries submitted during the Promotional Period) are produced on request.</p> <p>If an entrant/winner fails to provide Proof of Identity and/or Proof of Purchase by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion.</p> <p>The Promoter's decisions are final and no correspondence will be entered into.</p>
<b>Prize Delivery</b>	<p>Once a provisional winner is deemed by the Promoter to have complied with these Terms and Conditions, the Promoter will declare them a winner and will deliver the relevant prize no later than 28 days of the winner's entry being verified and accepted.</p> <p>The Promoter takes no responsibility for an incorrect email, mobile number or physical address being provided when entering the promotion or during the verification process, and once dispatched the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way.</p>
<b>PRIZE CLAIM DETAILS</b>	
<b>Prize Claim Details</b>	<p>All prizes for both Instant Win &amp; Trivia must be accepted and claimed by 12:00pm AEST on 14/09/2022 (<b>Prize Claim Date</b>) If the prize is not claimed by the Prize Claim Date, the prize will be forfeited and the provisional winner will not be entitled to a prize. The Promoter is within their rights to determine an alternative winner.</p>
<b>UNCLAIMED PRIZE DETAILS</b>	
<b>Unclaimed Prize Draw Details</b>	<p><b><u>Instant Win</u></b></p> <p>In the event of any unclaimed instant win prize/s (unclaimed is defined as being a prize won but not claimed in accordance with the verification and prize claim processes), the Promoter will conduct an unclaimed prize draw. All valid non-winning Instant Prize entries will be automatically placed in an electronic unclaimed Draw which will take place at Unit 6, 43 Herbert Street Artarmon NSW at 02:00pm AEST on 20/09/2022. The winner/s will be notified by email and their name will be published <a href="http://www.playscreenmasters.com.au">www.playscreenmasters.com.au</a> on 22/09/2022 for a period of 28 days.</p> <p>All prizes of the unclaimed instant win draw must be claimed by 20/12/2022. If the prize is not claimed by the Prize Claim Date, the prize will be forfeited</p> <p><b><u>Trivia Win</u></b></p> <p>In the event of any unclaimed trivia prize/s (unclaimed is defined as being a prize won but not claimed in accordance with the verification and prize claim processes), the Promoter will award the entrant with the second highest score for the week the prize was not claimed. The winner will be determined at Unit 6, 43 Herbert Street Artarmon NSW on at 02:00pm AEST on 20/09/2022. The winner/s will be notified by email and their name will be published <a href="http://www.playscreenmasters.com.au">www.playscreenmasters.com.au</a> on 22/09/2022 for a period of 28 days.</p> <p>All prizes of the unclaimed trivia prize must be claimed by 20/12/2022. If the prize is not claimed by the Prize Claim Date, the prize will be forfeited.</p>

## Terms and Conditions

1. These Terms and Conditions must be read together with the Schedule for this promotion. The Schedule prevails to the extent of any inconsistency with these Terms and Conditions.
2. By participating in this promotion, you accept these Terms and Conditions.

### Eligibility

3. You can only enter this promotion if you meet the eligibility requirements set out in the Schedule.
4. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, of the Participating Stores or of the agencies or organisations associated with this promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.
5. By entering this promotion, if requested you agree to declare to the Promoter all past, current or potential conflicts of interest (if any) or any serious social misconduct or behavior that in a normal persons opinion may compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.

### Entry

6. The promotion will be conducted during the Promotional Period.
7. All entries must be received by the Promoter during the Promotional Period. Entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
8. You can only submit your entry in accordance with the "How to Enter" section of the Schedule. The Promoter will not accept entries in any other form. Once submitted, you cannot change, alter or delete your entry.
9. Automated entries and computer generated entries will not be accepted. Entrants who enter using multiple phone numbers, email addresses or aliases will be disqualified.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other instructions or guidelines notified by the Promoter during the entry process for the promotion.
11. You are responsible for all costs associated with entering this promotion, including but not limited to Internet and SMS costs.

### Entry Content

12. You are required to take full responsibility for the content of your entry and for ensuring that your entry complies with these Terms and Conditions and any other instructions provided by the Promoter. For the purposes of these Terms and Conditions, "entry content" includes any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.
13. Your entry must be your own original work. The Promoter reserves the right to verify, or to require you to verify, that your entry is your own original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
14. Your entry must not:
  - a. include any content which may diminish the good name and reputation of the Promoter or its products and brands;

- b. feature any image or voice of any other person without that person's express consent. You confirm that if such content is included in your entry, you have obtained the express consent of the relevant person/s;
  - c. include any content that is in violation of any law or regulation;
  - d. be fraudulent, deceptive or misleading in any way;
  - e. include any content that infringes the rights of any person;
  - f. be obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing);
  - g. include any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless you are entitled to use such content. If you have any doubts about whether to include any content (for example, recorded music) you must not include it. By including such content in your entry, you warrant to the Promoter that you have the permission of the relevant copyright owner to so and that this permission allows the Promoter to use the entry to publicise the promotion and for any other purpose as set out in these Terms and Conditions; and
  - h. feature any third party products, third party trade marks, names, logos or branding.
15. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entry at any time.
16. By entering this promotion, you agree to assign all rights in your entry to the Promoter and you consent to the Promoter (or the agencies/companies associated with the Promoter) using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), in marketing, advertising and promotional materials, on the Promoter's websites and social media platforms or in any other manner as determined by the Promoter, without payment to you (of royalties, compensation or otherwise) on a perpetual, world-wide and irrevocable basis.

**Determining and notifying winners**

17. Winners will be determined, notified and published as set out in the Schedule.
18. The Promoter and the companies and agencies associated with this promotion may also publish the name and state/territory of residence for winners on their websites, social media platforms and in trade publications. By entering this promotion, each entrant consents to this and requests that his or her full address not be published.

**Prizes**

19. The prize(s) are as specified in the Schedule. The prize(s) are subject to any additional terms and conditions as specified in the Schedule.
20. Prizes will be delivered to the address provided by the winner at the time of entry or completing the verification process (whichever is most recent).
21. Once dispatched and awarded to a winner, the Promoter is not be liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way.
22. If a prize is or includes gift cards/vouchers, the gift cards/vouchers are subject to any terms and conditions imposed by the gift card/voucher provider, including period of validity and treatment of unused balances.
23. If a prize is or includes tickets, the tickets are only valid for the date or period specified on the tickets or by the ticket provider, and are subject to any terms and conditions imposed by the ticket provider including but not limited to any conditions of entry into the relevant event location. You (and any companion/s if applicable) must make your own way to and from the relevant event location at your own cost. Any additional costs incurred in relation to using the

tickets, including but not limited to any food/beverage costs or transfer costs are the responsibility of you and any companion/s, if applicable.

24. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize and travel may be restricted during major event/peak/public holiday or other exclusion periods as specified by the Promoter or prize supplier. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter as set out in the Schedule to coincide with the event. The prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant prize providers. All costs associated with a travel prize which are not expressly stated in the Schedule as being included, including spending money, passport and visa costs, transfer costs, meals, taxes, insurance (including excesses), luggage costs and all other ancillary costs, are the responsibility of the winner and any travelling companion(s) as incurred. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance and documents to travel to the relevant location(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner and any travelling companion(s) as incurred. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
25. If the prize is or includes cash/spending money, it will be awarded as determined and confirmed by the Promoter, either in the form of a cheque or by an EFT transfer to the winner's nominated bank account.
26. If the prize includes meeting a celebrity, the Promoter will not be liable in any way if that person fails to attend the relevant event on the date and time specified.

#### **Claiming prizes**

27. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.
28. If a prize is not accepted or claimed in accordance with the Prize Claim Details, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant unclaimed prize in accordance with the details specified in the Schedule, subject to any directions given by any relevant gaming authority. Winners of unclaimed prizes will be notified and published in accordance with the details set out in the Schedule.

#### **Instant win promotions**

29. If this promotion involves instant win tickets, such as specially marked product wrappers or scratch/game cards, winners must present their original winning instant win ticket/wrapper/scratch or game card to be eligible to claim a prize.
30. The Promoter is not responsible for late, lost, destroyed, altered, damaged or defaced tickets/wrappers/scratch or game cards. Bona fide tickets may incorporate security and/or verification measures to guard against fraud. The Promoter and the suppliers of prizes may conduct security and/or verification checks in their absolute discretion to determine whether a ticket is bona fide.
31. A ticket/wrapper/scratch or game card is void if stolen, forged, mutilated or tampered with in any way or if it or any part of it fails any of the security or verification checks.
32. Printing errors and other quality control errors will not be used as the sole basis for refusing otherwise valid instant win prize claims. If the advertised instant win prize pool is exceeded, all valid claims for prizes will be met.

## General

33. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
34. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, prohibit further participation by an entrant or winner in this promotion, or invalidate a provisional winner if the entrant/winner:
  - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion (including where entrants share their Proof of Purchase to enter the Promotion or where entrants use multiple names, addresses or aliases to register multiple entries);
  - c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
  - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
  - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading or deceptive;
  - f. or engages in conduct which may, in the opinion of the Promoter, compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.
35. Entrants and winners must comply with the details set out in the Verification Requirements section of the Schedule as part of the entry verification or prize claim process. Failure to comply with the Verification Requirements to the Promoter's satisfaction will result in your entry and/or prize claim being declared invalid (and, at the Promoter's discretion, in all of your entries/prize claims being declared invalid).
36. All entries will be the property of the Promoter and will not be returned.
37. Prizes are not transferable, exchangeable for any other item and cannot be redeemed for cash or any other form of compensation (unless cash is specified). The value of each prize is accurate as at the time of preparation of this material, is the RRP value and is inclusive of GST. The Promoter accepts no responsibility for any variation in the value of a prize after that time. If a prize (or element of a prize, where applicable) is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the any relevant gaming authorities as required.
38. If a winner (or a companion, as applicable) does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and their companion(s) as applicable and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
39. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this promotion and/or providing the prize, before they participate in the Promotion and/or the

prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.

40. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material, on the Promoter's websites, social media platforms and in trade publications.
41. If for any reason any aspect of this promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries, subject to the approval of the relevant gaming authorities, if required.
42. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
43. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the promotion or accepting the prize may involve participating in dangerous activities. By entering this promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
44. The Promoter, its associated agencies and companies and the agencies and companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
45. Prizes will only be delivered to addresses in Australia, as applicable. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
46. The Promoter may at its absolute discretion prohibit an entrant's participation in this promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
47. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose personal information to entities outside of Australia, see the Promoter's Privacy Policy for details. For the removal of doubt, the Promoter will only use PI as set out above and in accordance with its Privacy Policy, the Promoter will not sell PI to 3rd parties

48. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
49. The Promoter (Mars, we, us or our) collects your personal information via this entry form when you submit an entry to this Consumer Competition. We collect this personal information for the purposes of your entry into the Promotion. If you have marked the "opt-in" box on the entry form, you consent to us keeping your personal information on our database to use for future marketing purposes, including contacting you by electronic messaging. We may also use the personal information you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.
50. If we do not collect the personal information you have provided in the entry form, you may not be able to submit a valid entry into the Promotion and may not be able to receive communications about our brands, products and services which may be of interest to you. We may disclose your personal information to our family of companies and to our vendors or service providers. We require these companies to comply with the Australian privacy laws that apply to your personal information. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's privacy policy). Our privacy policy at <http://www.mars.com/global/policies/privacy/pp-australia-en> contains information about:
- a) how you may access the personal information that is held by us and seek correction of such information; and
  - b) how you may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds us, and how we will deal with such a complaint.

If you need to contact us, or have any questions, please use the online contact form or the other contact details on our Contact Page at <http://international.mars.com/australia/en/about-mars/contact-us>.