

M&M'S® WIN A \$10,000 HOME ENTERTAINMENT SYSTEM PROMOTION

TERMS & CONDITIONS

1. This "M&M'S® Win a \$10,000 Home Entertainment System" competition ("Competition") is conducted by Mars Australia Pty Ltd trading as Mars Chocolate Australia, ABN 48 008 454 313, of Ring Road, Wendouree VIC 3355, telephone (03) 5337 7000 ("Promoter").
2. Information on how to enter and the prizes form part of these Terms and Conditions. Entry to the Competition constitutes acceptance of these Terms and Conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who: (i) is a resident of Australia aged 13 years or older as at the time of entry; and (ii) is not an employee of the Promoter, Woolworths supermarkets or any of its related corporations or any of their agencies associated with the Competition; and (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee. An Eligible Entrant who is under 18 years of age, must obtain the permission of a parent or guardian to enter, and further, the parent/guardian of the Eligible Entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Competition.
4. The promotion commences at 9am on 18/07/18 and ends at 5pm on 31/07/18 ("Promotional Period").
5. Unless otherwise indicated, all times and dates referenced are in AEST.
6. In this Competition, a "Promotion Product" is any M&M'S product ranging in size from 35g to 640g available for purchase from any Woolworths supermarket in Australia or online.
7. To be eligible to enter, an Eligible Entrant must first purchase two (2) Promotion Products from any Woolworths supermarket anywhere in Australia or online (www.woolworths.com.au) in one (1) transaction during the Promotional Period ("Qualifying Purchase").
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (regardless of how many Promotion Products purchased in that transaction in excess of two (2)); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry per person per day is permitted.
9. Entry can only be made by the internet.
10. Eligible Entrants must ensure that their entries are received by the Promoter during the Promotional Period. The Promoter takes no responsibility for, and will not compensate any Eligible Entrant for, any late or misdirected entry or for any delays or failures in any telecommunications service or equipment.
11. Entrants must retain their original Woolworths purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may,

in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.

12. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
13. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
14. All entries into the Competition may be subject to verification by the Promoter. The Promoter may in its sole discretion, reimburse an Eligible Entrant for any reasonable costs incurred in complying with the following points of this condition:
 - (i) An Eligible Entrant MUST, within seven days of being asked, deliver to the Promoter (by a means reasonably determined by the Promoter) all of the items which conditions 11 requires the Eligible Entrant to retain and which are requested by the Promoter; and
 - (ii) An Eligible Entrant MUST also deliver to the Promoter (by a means reasonably determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter and/or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an Eligible Entrant must deliver requested copies within seven (7) days of being asked to do so.
15. The Promoter may, at its absolute discretion, declare any or all entries made by an Eligible Entrant invalid if the Eligible Entrant: (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or (ii) fails to produce items as required by conditions 11 or 14 or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (iii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or (iv) in the Promoter's reasonable opinion, submits an entry which is incomplete, inaccurate, erroneous, ineligible, offensive, misleading, inappropriate or incomprehensible, or otherwise is not in accordance with these Terms and Conditions.
16. An entry by more than one (1) person (i.e. a joint entry) is invalid.

COMPETITION ENTRY

17. To submit an entry an Eligible Entrant must, during the Promotional Period, visit www.ms.com.au ("Competition Website") and follow the directions to the entry page. For each

entry, the Eligible Entrant must provide:

(i) the last 6 digits of the barcodes on each of the packs of the two (2) Promotion Products being used to enter;

(ii) the receipt number of their Qualifying Purchase; and

(iii) all other details required at the Competition Website, including the Eligible Entrant's first and last name, postal address, contact telephone number and valid e-mail address.

18. Any costs associated with accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.
19. Eligible Entrants must submit their internet entries manually using an internet browser. The Promoter may reject internet entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.
20. Incomplete and/or indecipherable entries will be deemed invalid.

PRIZE DRAW AND PRIZES

21. Major Prize: A random electronic prize draw will be conducted at 12pm (noon) on 03/08/18 at Prime Focus, Level 1, 500 Chapel Street South Yarra VIC 3141 ("Draw Location") from all valid entries received during the Promotion Period to award the major prize ("Major Prize Draw"). The first Eligible Entrant with a valid entry drawn in the Major Prize Draw will win the major prize of a \$10,000 Home Entertainment System ("Major Prize") to be awarded in JB Hi-Fi vouchers as detailed in paragraph 22. Additional reserve entries may be drawn and recorded (in order), in the event that an invalid entry or ineligible entrant is drawn or the Eligible Entrant is ineligible to accept a Major Prize. If an invalid entry or ineligible entrant is drawn, the Major Prize will be awarded to the first reserve entry drawn. This process will continue until a clear winner is determined. If after this process a Major Prize still cannot be awarded, the Major Prize will be dealt with in the Unclaimed Prize Draw.
22. The Major Prize is \$10,000 worth of JB Hi-Fi gift cards, awarded as 2 x \$5,000 gift cards.
23. Daily Prize: There will be one (1) draw conducted for the entries received each day of the Promotional Period, for a total of fourteen (14) draws ("Daily Draws"), with one (1) winner in each Daily Draw. Entries into each Daily Draw will open and close each day at 12:00am AEST and 11:59pm AEST respectively apart from the first and last draws which will open and close at the following times: 9am AEST – 11:59pm AEST for entries on 18.07.2018 and 12am AEST – 5pm AEST for entries on 31.07.2018.
24. Each Daily Draw will take place at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141 at 12:00pm AEST on the business day after entries close for that Daily Draw, with the first Daily Draw taking place on 19/07/2018 and the last Daily Draw taking place on 01/08/2018. For the removal of doubt, no draws will be conducted during the weekend or on VIC public holidays. Entries in each Daily Draw will NOT be entered into any subsequent Daily Draws. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The first Eligible Entrant with a valid entry drawn in each Daily Draw will win the daily prize of a \$1,000 JB Hi-Fi gift card ("Daily Prize").

25. The total prize pool is \$24,000
26. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
27. Prizes are not transferable or exchangeable and cannot be taken as cash.
28. In the event of war, terrorism, state of emergency, disaster or other circumstances beyond the reasonable control of the Promoter, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
29. All prize winners will be notified in writing within two (2) business days of the relevant Major Prize Draw or Daily Draw via the email address provided at the time of entry. Winner's names will be published online at www.m-ms.com.au from 08/08/2018.
30. Drawn entrants will only be deemed a winner once their entry has been verified by the Promoter.
31. All prizes will be either mailed by tracked postage to the winners' postal address that they provided at the time of entry, or emailed to the winners' email address that they provided at the time of entry.
32. Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
33. JB Hi-Fi Gift Cards do not expire and can only be redeemed at a JB Hi-Fi store in Australia or online at www.jbhifi.com.au. JB Hi-Fi or the Promoter will not be liable for lost or stolen gift cards. Gift cards cannot be exchanged for cash. Any unused balance of gift card will not be awarded as cash. Redemption of the gift cards will be subject to any terms and conditions of the issuer including those specified at <https://www.jbhifi.com.au/Gift-Cards/Gift-Card-Terms-and-Conditions>. JB Hi-Fi is not the promoter of this promotion.
34. A draw for any unclaimed prizes may take place on 02/11/2018 at the same time and place as the original draws, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the redraw via the email address provided at the time of entry and their names will be published at www.m-ms.com.au from 06/11/2018. All reasonable attempts will be made to contact any winners.

GENERAL

35. Eligible Entrants may win a limit of one (1) Daily Prize in the Competition, excluding SA residents.
36. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to cancel,

terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.

37. Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any SMS communication sent to (or by) the Promoter or any Eligible Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition.
38. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS COMPETITION, TO CAUSE DAMAGE TO OR TO INTERFERE WITH THE FUNCTIONING OF THE SMS PROCESSES, OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH AN ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.
39. All of the Promoter's decisions are final and no correspondence will be entered into.
40. The Promoter accepts no responsibility for any tax liability incurred as a result of an Eligible Entrant participating in the Competition. Eligible Entrants should obtain independent tax and financial advice.
41. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these Terms and Conditions is intended to exclude, restrict or modify an Australian Eligible Entrant's rights under the Competition and Consumer Act 2010.
42. If any provision of these Terms & Conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
43. Each winner of a prize consents to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times without remuneration for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.
44. The Promoter (**Mars, we, us** or **our**) collects your personal information via the entry form when you submit an entry into this Competition.
45. We collect this personal information for the purposes of your entry into the Competition, and to send you marketing communications about our brands, products and/or services. 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.

46. We may disclose your personal information to our family of companies and to our vendors or service providers that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. These companies may be based overseas, including in Hong Kong, Singapore and the United States. We require these companies to comply with the Australian privacy laws that apply to your personal information.
47. 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 Competition and may not be able to receive communications about our brands, products and services which may be of interest to you.

Our privacy policy can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> and contains information about:

- How you may access the personal information that is held by us and seek correction of such information; and
 - 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.
48. If you need to contact us, or have any questions, please use the online contact form or the other contact details at <http://www.mars.com/australia/en/about-mars/contact-us.aspx>

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