

MALTESERS® WIN A FAMILY HOLIDAY TO MOVIEWORLD™ PROMOTION

TERMS AND CONDITIONS

1. This "MALTESERS® Win a Family Holiday to MovieWorld™" 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 prize 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 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. A Qualifying Purchase (as defined below) must be made between 9am on 21/05/18 and 5pm on 29/06/18 ("Purchase Period"). Eligible Entrants may submit their entries between 9am on 21/05/18 and 5pm on 29/06/18 ("Entry Period").
5. Unless otherwise indicated, all times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date. Where times are stated using the 24 hour clock, 00:00 hrs is the start of a day and 24:00 hrs is the end of a day.

ENTRY

6. In this Competition, a "Promotion Product" is any MALTESERS® Party Bucket 465g, M&M'S® Peanut Party Bucket 575g, or M&M'S® Chocolate Party Bucket 640g available for purchase from any Big W retail outlet in Australia.
7. To be eligible to enter, an Eligible Entrant must first purchase a Promotion Product from any Big W retail outlet anywhere in Australia or online (www.bigw.com.au) during the Purchase Period ("Qualifying Purchase").
8. Multiple entries permitted, subject to the following: (a) only one entry permitted per transaction regardless of how many Promotion Products are purchased in that transaction in excess of one (1); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry is permitted per person per day.
9. Entry can only be made by the internet.
10. Eligible Entrants must ensure that their entries are received by the Promoter during the Entry 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 Big W 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 Big W retail outlet of purchase and that the purchase was made during the Purchase 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 following points of this condition:
 - i. An Eligible Entrant MUST, within seven (7) days of being asked, deliver to the Promoter (by a means reasonably determined by the Promoter) all of the items which condition 11 and 12 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 condition 14 (i) and (ii) 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 person (i.e. a joint entry) is invalid.

COMPETITION ENTRY

17. To submit an internet entry an Eligible Entrant must, during the Entry Period, use a compatible browser to visit www.maltesers.com.au ("Competition Website") and follow the directions there. For each entry, the Eligible Entrant must provide:
- i. the last 6 digits of the barcode on the pack of the Promotion Product being used to enter;
 - ii. the receipt number of their Big W transaction receipt; and
 - iii. all other details required at the Competition Website, including the Eligible Entrant's first and last names, postal address, contact telephone number and 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 make 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.

MAJOR PRIZE DRAW AND PRIZE

20. A random electronic prize draw will be conducted at 12 noon on 03/07/18 at Prime Focus, 500 Chapel Street South Yarra VIC 3141, VIC 3207 ("Draw Location") from all valid entries received during the Entry Period ("Prize Draw"). The first five (5) Eligible Entrants with a valid entry drawn in the Prize Draw will win a MALTESERS® Family Holiday to MovieWorld™ ("Major Prize") as detailed in paragraph 21. 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.
21. The Major Prize is a Family Holiday for up to four (4) people to MovieWorld™ on the Gold Coast. Each Major Prize, which is specifically subject to conditions in paragraphs 22 to 30, is valued at up to \$4,450 (including GST) with a total overall prize pool value of up to \$22,250.00. Each Major Prize includes flights and accommodation for the winner and three (3) guests of his or her choice, specifically each Major Prize allows for the following:
- i. Return economy airfares for up to four (4) people from the winner's nearest Australian Capital City to Coolangatta, QLD. Flights are only provided if winner resides outside of Gold Coast, QLD and where it is appropriate for flights to be provided. If the winner is from Gold Coast, QLD or within a distance in which it is not appropriate for flights to be provided (as determined by the Promoter in its absolute discretion), then the Major Prize does not include airfares and the airfare component of the Major Prize is not redeemable for cash;
 - ii. All airport and airline taxes;
 - iii. Three (3) day car hire with unlimited KM (minimum driver age 21 with full licence). If neither the winner nor any of his or her guests are at least 21

- years old with a full licence, the winner will be provided with \$250 cash in lieu of the car hire portion of the Major Prize;
- iv. Two (2) nights at a 4 Star Hotel accommodation at the Mantra Circle on Cavill, in a 2 bed Apartment (or similar, as determined in the sole discretion of the Promoter); and
 - v. A two (2) days' unlimited entry to Warner Bros. MovieWorld™, Sea World™, Wet n Wild Gold Coast® for up to four (4) people;
22. For the purposes of condition 20 the Australian Capital Cities are: Sydney, Canberra, Melbourne, Hobart, Adelaide, Perth, Darwin or Brisbane.
23. All travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partner. Travel is valid until 30 Jun 2019. Block out periods include all Australian School & Public Holidays along with all other special event periods. All bookings must be made a minimum of 45 days in advance of requested departure dates. All bookings and documentation regarding the Major Prize must be made via the Promoter's nominated travel supplier or their agents. Redeeming the Major Prize is conditional on acceptance of the terms and conditions of travel as detailed by the Promoter's nominated travel supplier and the airline carriers in accordance with normal travel practices. No portion of the Major Prize is redeemable for cash. The Major Prize is no refundable or transferable, exchangeable and cannot be taken as cash. In the event the winner is under the age of 18 years, they must be accompanied by a parent/guardian during the entire duration of the Major Prize. Winners are responsible for any amendments fees issued by airlines or suppliers once booking is confirmed and ticketed. Any spending money, meals and any other ancillary costs, including but not limited to insurance and any applicable insurance excesses, not listed in the travel prize package descriptions above are the responsibility of the travel prize winner and his/her nominated traveling companions as incurred. It is a winner's responsibility to organise transport to/from the airport departure/return point. The Promoter suggests that the winner and the winner's guests purchase travel insurance at their own expense. Frequent flyer points will not form part of a Major Prize. Major Prizes are subject to the standard terms and conditions of individual prize and service providers. Winners may be required to present their credit card at time of accommodation check in.
24. All aspects of the Major Prize (including travel and accommodation) are for the winner and their three (3) guests travelling together. The winner, and the winner's guests, of the Major Prize must travel with the understanding that:
- i. the Promoter may require the guests to confirm in writing that they agree to comply with the provisions of these Terms and Conditions;
 - ii. if the winner and their guests want to purchase travel insurance it must be purchased at their own expense; and
 - iii. if a person aged less than 18 years wins a Major Prize, he/she must bring a parent or guardian as one of their accompanying guest.
25. Once tickets have been arranged by the Promoter, changes to the travel or accommodation arrangements are subject to availability and are at the expense of the Major Prize winner.
26. All components of the Major Prize must be taken together as a single trip to be booked by the Promoter. Any part of the Major Prize that is not taken for any reason is forfeited.
27. The Major Prize does not (except as expressly stated) include:
- i. any transport between a traveller's residence and the departure airport;

- ii. any overnight accommodation while travelling to the departure airport or destination;
 - iii. any other travel or accommodation than what is specified above;
 - iv. any meals, food or beverages;
 - v. any incidental hotel charges (such as mini-bar charges, communication services (e.g. telephone and internet/email); in-house movies and games, entertainment services, and laundry services);
 - vi. any insurance (such as travel or health cover);
 - vii. any other ancillary costs which may be incurred by a winner or his/her guests in relation to a Major Prize.
28. If for any reason the winner does not take the Major Prize (or an element of the Major Prize) at the time stipulated by the Promoter, then the Major Prize (or that element of the Major Prize) will be forfeited and will not be redeemable for cash.
29. If a Major Prize (or part of any Major Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Major Prize (or that part of the Major Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
30. 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.
31. All Major Prize winners will be notified in writing within two (2) business days of the Prize Draw via the email address provided at the time of entry. The Major Prize winner's names will be published online at www.maltesers.com.au from 10/07/2018. A Major Prize winner will only be deemed a Major Prize winner once their entry has been verified by the Promoter.
32. A draw for any unclaimed Major Prizes may take place on 03/10/2018 at the same time and place as the original Prize Draw, subject to any directions from a regulatory authority. Winners (if any are required) will be notified in writing within two (2) business days of the redraw via the email address provided at the time of entry. All reasonable attempts will be made to contact a winner. Any re-drawn Major Prize winners will have their names published at www.maltesers.com.au from 10/10/2018. A Major Prize winner will only be deemed a Major Prize winner once their entry has been verified by the Promoter.

GENERAL

33. Eligible Entrants may win a limit of one (1) Major Prize in the Competition.
34. 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 to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
35. 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.

36. 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.
37. All of the Promoter's decisions are final and no correspondence will be entered into.
38. 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.
39. 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 a Major Prize, 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.
40. If any provision of these Terms and Conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
41. Each winner of a Major 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.
42. The Promoter (**Mars, we, us** or **our**) collects your personal information via the entry form when you submit an entry into this Competition.
43. 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.
44. 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.

45. 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.

46. 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>.

47. NSW Permit No. LTPS/18/22541 ACT Permit No. TP18/00420 SA Permit No. T18/372