

MARS Community Cup 2019 Promotion Terms and Conditions

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| Promoter | Mars Australia Pty Ltd (ABN 48 008 454 313), trading as Mars Chocolate Australia, of Ring Road, Wendouree VIC 3355. |
| Competition Period | Entry is open during 2 separate entry periods, as follows: <ul style="list-style-type: none"> • Entry Period 1: entry is open from 9am (AEDT) on 27/02/2019 to 5pm (AEDT) on 26/03/2019; and • Entry Period 2: entry is open from 9am (AEDT) on 11/09/2019 to 5pm (AEST) on 08/10/2019, (each an Entry Period and together, the Competition Period). |
| Who can enter? | Only Australian residents who: <p>(a) are aged 13 or over.</p> <p>If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date an instant win prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.</p> |
| Who can't enter? | Directors, officers, management and employees (and their immediate families) of: <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p> |
| Where will the competition run? | The competition will run in participating Supa IGA, IGA, IGA Express, Foodland, Foodworks, Drakes or IGA Plus Liquor stores (excluding online) (Stores) in all Australian States and Territories. |
| Website | www.marslocalclubs.com.au |
| Qualifying Purchase | Entrants must purchase 2 or more of the following products, in one transaction, from a participating Store: <ul style="list-style-type: none"> • MARS Bar 53g • MARS Bar 2pak 72g • MARS FUNSIZE bag 216g • MARS FUNSIZE bag 360g • MARS MIXED FUNSIZE bag 307g • MALTESERS Teaser bar 35g • MALTESERS FUNSIZE bag 144g • BOUNTY Bar 57g • BOUNTY Bar 56g • BOUNTY Bar Trio 85.5g • BOUNTY Bar Trio 84.5g • BOUNTY Funsized Bag 164g • SNICKERS Bar 50g • SNICKERS Bar 2pak 72g • SNICKERS Funsized Bag 216g • SNICKERS Funsized Bag 360g • MILKY WAY Bar 53g • MILKY WAY Bar 25g |

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| | <ul style="list-style-type: none"> • MILKY WAY Funsized Bag 216g • MILKY WAY Funsized Bag 336g • TWIX Bar 50g • TWIX Bar 2 Pack 72g • TWIX Funsized 174g • M&M's Bar 46g • M&M's Milk 49g Bag • M&M's Peanut 46g Bag • M&M's Caramel Bag 40g • M&M's Crispy Bar 44g • M&M's Minis Tube 35g • M&M's Funsized 162g • MARS Bar Caramel Mudcake 48g • MARS Bar Caramel Mudcake 66g |
| Club Nomination | <p>You must have previously received the express consent of the club you wish to nominate and its authorised representative to provide the personal information required under these Conditions. If you fail to obtain such consent, or if the consent has been withdrawn, the entry will be invalid and your entry may be disqualified.</p> <p>An eligible sports club means any non-professional sporting club located in Australia excluding any shooting, fighting or similar club. The Promoter reserves the right to preclude a club from being a nominated club at its absolute discretion. (Sporting Club)</p> <p>For the avoidance of doubt, a Sporting Club may be nominated by more than one Eligible Entrant.</p> |
| Entry instructions | <p>To enter, you must, during the Competition Period after making a Qualifying Purchase and collecting your itemised purchase receipt, visit the Website, locate the entry page and fill out and submit the online entry form, including by nominating the Sporting Club which you believe deserves to win the major prize, and providing all other requested information to see if you have provisionally won an instant win prize and what instant win prize you have provisionally won.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the relevant Entry Period before you submitted your entry).</p> |
| How are instant win prizes awarded? | <p>There are 7 instant win prizes to be awarded based on pre-determined times in each Wednesday to Tuesday week of each Entry Period, selected by a computerised random system at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141.</p> <p>You will get a return online message acknowledging your entry and informing you if you have provisionally won a prize and if so, details on how to verify your entry and claim your prize.</p> |
| How many winners will there be and how will they be chosen? | <p>There will be up to 64 winners determined in respect of this competition – 56 instant winners and 8 major winners.</p> <p>There will be 2 major draws conducted, 1 in respect of each Entry Period. Each major draw will take place at Gadens Lawyers, Level 25, 600 Bourke Street, Melbourne VIC 3000 as follows:</p> <ul style="list-style-type: none"> • Entry Period 1: 12pm (AEDT) on 28/03/2019. • Entry Period 2: 12pm (AEDT) on 10/10/2019. <p>The first 4 valid entries drawn randomly in each draw from the entries received during the relevant Entry Period will win a major prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p> |
| What can I win? | <p>There are 64 prizes available – 56 instant win prizes and 8 major prizes.</p> |

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| | <p>Instant win prizes</p> <p>Each instant win prize is a \$150 Rebel Voucher, with 7 available for each Wednesday to Tuesday week of each Entry Period.</p> <p>Major prizes</p> <p>There are eight major prizes, four per Entry Period.</p> <p>Each major prize is to be won by the winner for the benefit of their nominated sports club. The winner will have no legal or beneficial right to the major prize. The nominated club of the winners of the major prize will receive, subject to these conditions, a Kit Out Your Club package, valued at up to \$5,000, and includes:</p> <ul style="list-style-type: none"> • a \$2,000 Rebel voucher; • a \$2,000 Bunnings voucher; and • a \$1,000 EFTPOS card. <p>There is a limit of 1 prize per nominated club per Entry Period. In the event a nominated club is drawn twice in the same Entry Period, the promoter will contact the second drawn winning entrant who nominated the club and request them to nominate a second club within 5 days. If the entrant fails to nominate another club, their entry will be deemed invalid and the prize will be re-awarded in the unclaimed prize draw.</p> |
| Total prize pool | <p>The instant win prize pool is \$8,400.</p> <p>The major prize pool is up to \$40,000.</p> <p>The total prize pool is up to \$48,400.</p> |
| How many times can I enter? | <p>You can enter up to 2 times per day, provided that each entry is based on a separate Qualifying Purchase and separate Qualifying Purchase transaction. A receipt showing a Qualifying Purchase can only be used to make 1 entry, regardless of how many Qualifying Purchases are shown on that receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.</p> |
| How and when will the winners be informed? | <p>Instant winners will be notified in writing, to the email address used upon entry within two 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>Major winner/s and their nominated Sporting Club will be notified:</p> <ul style="list-style-type: none"> • by phone; and • in writing, to the email address used upon entry <p>within two days of determination.</p> <p>Winners of the major prizes in Entry Period 1 will have their name and state/territory of residence published on the Website on 02/04/2019 for a period of 28 days.</p> <p>Winners of the major prizes in Entry Period 2 will have their name and state/territory of residence published on the Website on 14/10/2019 for a period of 28 days.</p> |
| Proof of purchase | <p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> • original itemised purchase receipt(s). <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize. Proof of purchase must be identical to that provided by you with your entry. If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p> |
| Unclaimed and un-won prize/s | <p>Prize claim date: All prizes must be claimed by 5pm on 12/01/2020.</p> <p>Unclaimed and un-won instant win and major prize determination: A re-draw for unclaimed/un-won instant win and major prizes (as relevant) will take place at 12pm (AEST) on 13/01/2020 at the same location as the original major prize draws. If any prize is un-won during either Entry Period or has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out unclaimed and un-won instant win and major prize draws for each Entry Period (as relevant) at the date, time and place stated above to randomly distribute the prize/s for each Entry Period in descending order of value. All entries received during each</p> |

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| | <p>Entry Period will be combined for the purposes of these draws (including any previous winning entries).</p> <p>Any instant win prize winner/s will be informed in writing, to the email address used upon entry within two days of determination.</p> <p>Any major winner/s and their nominated Sporting Club will be notified:</p> <ul style="list-style-type: none"> • by phone; and • in writing, to the email address used upon entry <p>within two days of determination and have their name and state/territory of residence published on the Website on 15/01/2020 for a period of 28 days.</p> |
| Collection and use of your personal information | <p>If you are a winner, you and (if applicable) your nominated Sporting Club must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your nominated Sporting Club consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter (Mars, we, us or our) collects your personal information via this entry form when you submit an entry to this Consumer Competition.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Our privacy policy at http://www.mars.com/global/policies/privacy/pp-australia-en contains information about:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> |
| Permit numbers | <p>Authorised under:</p> <p>ACT Permit No. TP18/01984</p> <p>SA Licence No. T18/1804</p> <p>NSW Permit No. LTPS/18/29148</p> |

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Entry Periods and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your entry and whether you have provisionally won a prize. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity period/s.

General

- 4 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 5 You must, if required by the Promoter, agree to and sign and return an eligibility form confirming their compliance with the Conditions and eligibility to accept a prize. You will forfeit your prize if you fail to ensure that all documents relating to the prize are signed and returned in accordance with this condition, as and when required by the Promoter.
- 6 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You and your nominated Sporting Club must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 9 The Promoter's decision in connection with all aspects of this competition is final.
- 10 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 11 By entering, you request that your full address not be published.
- 12 Printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 13 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 14 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must 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.

Liability

- 15 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 16 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except to the extent any loss, damage or injury is due to the negligence, fraud or wilful misconduct of the Promoter, and except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 17 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that

occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.

- 18 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.