

“MARS NOMINATE AND WIN” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Mars Australia Pty Ltd trading as Mars Wrigley Confectionary (ABN 48 008 454 313) of Tower 2, Collins Square, 727 Collins Street, Docklands, Melbourne VIC 3000, telephone +61 2 9847 9111 (the “**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, Participating Stores and agencies associated with this promotion are ineligible to enter. 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.
5. Entries into the promotion open at 9am AEST on 04/09/24 and close at 11:59pm AEDT on 09/10/24 (“**Promotional Period**”).
6. A participating store is any Metcash store nationally, including IGA, SUPA IGA, IGA Express, Foodland or IGA Plus Liquor (including online stores) (each a “**Participating Store**”).
7. To be eligible to enter, individuals must purchase and retain the receipt as proof of purchase, any Eligible Product (defined below) from a Participating Store during the Promotional Period (“**Qualifying Transaction**”). An eligible product is any medium or large Mars Wrigley chocolate bar listed below (“**Eligible Products**”). Eligible Products do not include Funsized, Sharepacks, Gum, Mints, Block, Bitsize, Ice Cream / Confections or Seasonal / Gifting Mars Wrigley products.

Eligible Products:

- Mars Chocolate Bar 47g
- Mars Chocolate Bar 64g
- Mars Raspberry Smash Bar 47g
- Mars Raspberry Smash Bar 64g
- Mars Loaded Lamington Bar 47g
- Mars Loaded Lamington Bar 64g
- Milky Way Chocolate Bar 45g
- Snickers Chocolate Bar 44g
- Snickers Chocolate Bar 64g
- Snickers Brownie 44g
- Snickers Brownie 64g
- Twix Chocolate Bar 50g
- Twix Chocolate Bar 72g
- Bounty Chocolate Bar 56g
- Bounty Chocolate Bar 84g

8. To enter, individuals must then complete the following steps during the Promotional Period:
 - Scan the QR code available in store or visit <https://www.marsbar.com.au/nominateandwin>;
 - Follow the prompts to the promotion entry page;

- Input the requested details including full name, email address, full residential address and contact number, and upload a copy of the proof of purchase for the Qualifying Transaction;
 - Nominate a local sporting club to share the prize with by providing the local sporting club's full name and postal address;
 - Accept to receive marketing materials from the Promoter; and then
 - Submit the fully completed entry form during the Promotional Period.
9. **Instant win prizes:** Upon submitting their entry, entrants will be notified instantly on screen, in writing, whether or not they have provisionally won an instant prize. All provisional instant winners are subject to verification. Upon verification, winners will be sent their prize. ACT residents who are the winner of an instant prize will have their names published at <https://www.marsbar.com.au/nominateandwin> from 30/10/24. All valid entrants will also be entered into the Major Prize draw.
 10. All claims for instant win prizes must be received by 11:59pm AEDT on 17/11/24.
 11. Instant win prize available to be won: 500 x \$50 Digital Prepaid Mastercard®.
 12. Instant winners are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided by a winner be incorrect.
 13. The Digital Prepaid Mastercard® is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. Redemption of the Digital Prepaid Mastercard is subject to the standard terms and conditions, which can be found at <https://thecardnetwork.com.au/pages/terms-conditions>. Any ancillary costs associated with redeeming a Digital Prepaid Mastercard are not included. Any unused balance of a Digital Prepaid Mastercard will not be awarded as cash.
 14. **Major Prize draw:** The Major Prize draw will take place via electronic random selection at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 on 16/10/24 at 10am AEDT.
 15. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
 16. The Major Prize winner will be notified by email within two (2) business days of the draw. The Major Prize winner will have their name published (initial, surname and postcode) on <https://www.marsbar.com.au/nominateandwin> on 30/10/24.
 17. The first valid entry drawn will win:
 - (a) \$5,000.00 for the winner; and
 - (b) \$5,000.00 for the winner's nominated local sporting club,
 (the "**Major Prize**").
 18. Multiple entries permitted, subject to the following: (a) maximum of one (1) entry permitted per Qualifying Transaction regardless of the number of Eligible Products 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 per day is permitted.

19. Entrants must retain a copy of their 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 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.
20. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an 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 promotion. 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.
21. Incomplete or indecipherable entries will be deemed invalid.
22. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
23. The amount that forms the Major Prize for the winner will be deposited into the relevant nominated Australian bank account via electronic funds transfer (EFT). The winner must then notify the local sporting club that they are also a winner and provide the local sporting club with the Promoter's details (or their fulfillment agency).

It will be the local sporting club's responsibility to contact the Promoter (or their fulfillment agency) as instructed. The prize component to be awarded to the nominated local sporting club will only be deposited into a bank account in the nominated local sporting club's name via electronic funds transfer (EFT) and the funds must go towards enhancing the position of the local sporting club within the community.

The winner and local sporting club are responsible for providing full and accurate bank details. The Promoter will not be responsible for incorrect details being provided, a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.

24. The Promoter's decision is final and no correspondence will be entered into.
25. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
26. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
27. Total prize pool value is up to AU\$35,000.00.

28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
29. The winner must claim the prize by responding to the notification sent by the Promoter by 17/11/2024. A draw for any prizes that are won but remain unclaimed as at 18/11/2024 may take place on 18/11/24 at 10am AEDT at the same place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw. The unclaimed Major Prize winner (if applicable) and any unclaimed instant prize winners that are ACT residents will have their names published (initial, surname and postcode) on <https://www.marsbar.com.au/nominateandwin> on 25/11/24.
30. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
31. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
33. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
34. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are won but remain unclaimed will be awarded in the unclaimed prize draw.
35. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or

equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of / taking of the prize.

37. As a condition of accepting the Major Prize, the winner and a representative from the winner's nominated local sporting club must sign any legal documentation reasonably required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
38. Personal information provided by entrants will be collected and used by the Promoter for the purpose of conducting and administering the Promotion and for the provision of marketing materials. Personal information of claimants will be stored on the Promoter's database and the Promoter will use this information for future marketing purposes regarding its products, including contacting the claimant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and will handle personal information in accordance with its privacy policy which is located at www.mars.com/privacy. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter may disclose the claimants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the claimant does not provide their personal information as requested, including providing consent to opt-in to receive marketing materials from the Promoter they will be ineligible to claim a prize in the Promotion as entry is conditional on providing this 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), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

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