

## "MARS® BBL SEASON FACEBOOK" COMPETITION

### 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, ABN 48 008 454 313, trading as Mars Chocolate Australia of Ring Road, Wendouree, VIC 3355, Telephone: 03 5337 7000 ("**Promoter**").
3. Entry is only open to persons aged 13 years of age or older. Entrants under 13 years old must have parental/guardian approval to enter and further, the parent/guardian of the 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 promotion. Employees (and their immediate families) of the Promoter, the Melbourne Renegades CitiPower Centre, Lakeside Drive, St Kilda VIC 3182, and any related corporations or agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: 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 1<sup>st</sup> cousin ("**Eligible Entrant**").
4. Route of entry for this competition and details of how to enter are via Melbourne Renegades Facebook page.
5. There is no entry fee and no purchase necessary to enter this competition.
6. The promotion will take place online via Melbourne Reneagdes Facebook page.
7. The Promotional Period will commence at 4:00pm on Friday 22 February, 2019 and conclude at 2:00pm on Wednesday 27 February, 2019.
8. Entrants and participants in the competition acknowledge that the competition is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants in the competition release Facebook and its associated companies from all liability arising from the competition.

### **HOW TO PLAY**

9. Eligible Entrants can enter the competition by visiting the Melbourne Renegades Facebook page during the Promotional Period. Eligible Entrants are required to:
  1. Comment within the comments section answering the question: "Which player best dealt with the challenges thrown at them this BBL finals series, and why?"
10. The Promotion is open to all Australian residents
11. This is a game of skill
12. The winner of the competition will be the entrant who is judged the most creative post by the judge, Melbourne Renegades BBL08 coach Andrew McDonald. The draw will take place and the winner notified 3.00pm AEST on Friday 1 March, 2019.

13. Entrants must make sure their Facebook Profiles and posts are public. All content posted on Facebook must be in accordance with Facebook terms.
14. Any content that is submitted as part of an entry must not:
  - (a) be offensive or be likely to cause offence to any person or group of persons;
  - (b) depict any person engaged in any activity that might injure that person or any other person;
  - (c) promote or depict illegal or negligent activity;
  - (d) infringe the rights (including intellectual property rights, performer's rights or rights of reputation) of any person, whether as a result of being communicated to the public or otherwise;
  - (e) be defamatory, obscene, pornographic, vulgar, or otherwise unlawful;
  - (f) contain violent or sexual content;
  - (g) include content of a person or persons unless their consent has been obtained;
  - (h) identify minors without written parental consent;
  - (i) have previously been shown to the public or a substantial number of members of the public;  
or
  - (j) in whole or in part, have been submitted as an entry in any other promotion.
15. Judges' decision is final and no correspondence will be entered into.
16. The Winner of the competition will be notified by private message on Facebook.
17. **IMPORTANT: The Prize must be accepted within five (5) business days of being contacted.** Failure to collect the Prize within this time will result in it being forfeited and the Promoter may select another winner for the Prize, subject to any approval or directions of the promoter or any relevant authority. The winner selected second must also accept The Prize within one (1) hours of being contacted. If required, this process will continue three (3) times. Should The Prize not be accepted by the third winner the prize will be deemed unaccepted and will not be given away.

## PRIZE

18. The Eligible Entrant will win the prize:
  - 1 x BBL08 Melbourne Renegades signed team batTotal RRP: \$1,000.00

All expenses relating to the enjoyment of the prize, including travel or other expenses incurred in redeeming the Prize, are to be borne by the winner of the promotion.

## GENERAL

19. The Promoter 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 or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
20. Only one (1) entry is permitted per person.
21. The Promoter's decision is final and no correspondence will be entered into.
22. Total Prize pool value is \$1,000.00
23. The prize, or any unused portion of a Prize, is not transferable or exchangeable and cannot be taken as cash.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice (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.

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, weather conditions, 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) to modify, suspend, terminate or cancel the promotion, as appropriate.

25. 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.
26. 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 (g) taking/use of a Prize.
27. By entering and participating, entrants agree to hold harmless, defend and indemnify Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's

participation in the Sweepstake, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s).

28. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

#### **PRIVACY AND COLLECTION STATEMENT**

29. The Promoter (*MARS®*, *we*, *us* or *our*) collects your personal information via this entry form when you submit an entry to this promotion (*Promotion*).
30. We collect this personal information for the purposes of your entry into the Promotion, 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.
31. 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.
32. 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.
33. Our privacy policy can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> 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.

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>