

“MARS GUESS 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, ABN 48 008 454 313, trading as Mars Chocolate Australia of Ring Road, Wendouree, VIC 3355, Telephone: 03 5337 7000 (“**Promoter**”).
3. Entry is open to Australian residents aged 13 years and older. Employees (and their immediate families) of the Promoter, Melbourne Renegades Pty Ltd (ABN 84 153 209 628), 86 Jolimont Street, East Melbourne VIC 3002 and 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 1st cousin (“**Eligible Entrants**”).
4. The promotion will take place outside Gate 3, on the Marvel Stadium Concourse located at 740 Bourke Street, Docklands, Victoria, 3008 (“**Site**”).
5. Unless otherwise indicated, all times and dates referenced are in AEDST.
6. How to enter this promotion will be displayed at the Site .
7. There is no entry fee and no purchase necessary to enter this competition.
8. This Promotion will consist of five (5) Promotional Periods. Each Promotional Period will represent five separate competitions, with entries valid for submission at the following times:

Competition 1:	Thursday 20 th December 2018:	5.30pm – 7.00pm
Competition 2:	Saturday 29 th December 2018:	3.30pm – 7.00pm
Competition 3:	Monday 7 th January 2019:	5.30pm – 7.10pm
Competition 4:	Saturday 19 th January 2019:	5.00pm – 6.45pm
Competition 5:	Wednesday 30 th January 2019:	5.30pm – 7.00pm
9. Unless otherwise determined by the Promoter in its sole discretion and in accordance with these Terms and Conditions, a single Eligible Entrant will be awarded a Major Prize for each competition.

HOW TO PLAY

10. Eligible Entrants can enter the competition by visiting the Site at Gate 3 on the Marvel Stadium Concourse during one of the Promotional Periods. Eligible Entrants are required to:
 - Attend the Site during a Promotional Period.
 - Submit a guess as to how many white cricket balls they believe are inside the Mars letters using the supplied entry form. The Eligible Entrant’s guess is to be hand-written onto the entry form.
 - The Eligible Entrant must then place their completed entry form into the Mars entry box located on Site within the Promotional Period.
 - No other form of entry is permitted.

(together, an "Eligible Entry")

11. Incomplete, indecipherable or illegible entries will be deemed invalid.
12. All Eligible Entrants must ensure that their entries are received within the Promotional Period. The Promoter takes no responsibility for late or misdirected entries, any delays or failures in any delivery service or equipment.
13. An Eligible Entry will only be valid for one competition and will relate only to the day the entry was submitted.
14. The winner of each of the five (5) competitions will be the Eligible Entrant who correctly guesses the number of white cricket balls inside the Mars letters on each match day. If no Eligible Entrant correctly guesses the number of white cricket balls inside the Mars letters, the Eligible Entrant whose guess is closest to the correct number of white cricket balls inside the Mars will be the winner.
15. In the event that there is more than one Eligible Entrant who successfully guesses the correct number of BBL white cricket balls inside the Mars letters or whose guesses are equally close to the correct number, each of the successful Eligible Entrants' will be awarded a Major Prize. There is no limit on the number of Eligible Entrants who can win the Major Prize.
16. The Winner(s) of each of the five (5) competitions will be notified by a phone call to the telephone number supplied on their completed entry form.
17. The Major Prize(s) for each of the five (5) competitions must be accepted by Friday 15 March 2019. Failure to accept the Major Prize by Friday 15 March 2019 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.

MAJOR PRIZE

18. The winner(s) of each of the five (5) competitions will win:
 - One (1) Melbourne Renegades 2018/2019 Men's On-Field Replica Shirt. RRP: \$109.99
 - One (1) box of 153g Mars Bars containing 50 units. RRP: \$100.00

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) Eligible Entry is permitted per Eligible Entrant per competition. Eligible Entrants are permitted to submit one (1) Eligible Entry for each of the five (5) competitions.
21. The Promoter's decision is final and no correspondence will be entered into.
22. Total Prize pool value is AUD\$1,049.85.

23. The Major Prize is not transferable or exchangeable and cannot be taken as cash.

Eligible 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.

24. 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.

PRIVACY AND COLLECTION STATEMENT

27. The Promoter (*Mars, we, us or our*) collects your personal information via this entry form when you submit an entry to this promotion (*Promotion*).
28. 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.
29. 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.
30. 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.

- 31.** 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.

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>