

**“MARS HIGH BALL HERO”**  
**MELBOURNE RENEGADES CONCOURSE 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 only open to Australian residents 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, Melbourne Renegades Pty Ltd (ABN 84 153 209 628), 86 Jolimont Street, East Melbourne VIC 3002, 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. Unless otherwise indicated, all times and dates referenced are in AEDST. The Promotion will take place outside Gate 5, on the Marvel Stadium Concourse located at 740 Bourke Street, Docklands, Victoria, 3008 (“**Site**”).
5. There is no entry fee and no purchase necessary to enter this competition.
6. The Promotional Period will commence on Thursday 20 December 2018 and conclude on Wednesday 30 January 2019. Entry will be available on the following dates, between the following times:

|   |                 |
|---|-----------------|
| Thursday 20 December, 2018:               | 5.30pm – 7.00pm |
| Saturday 29 December, 2018:               | 3.30pm – 7.00pm |
| Thursday 3 January, 2019:                 | 3:30pm – 7:00pm |
| Monday 7 January, 2019:                   | 5.30pm – 7.00pm |
| Sunday 13 January, 2019:                  | 3:30pm – 6:30pm |
| Saturday 19 <sup>th</sup> January, 2019:  | 5.00pm – 6.45pm |
| Wednesday 30 <sup>th</sup> January, 2019: | 5.30pm – 7.00pm |
7. To enter, an Eligible Entrant must read and acknowledge the Mars Australia Pty Ltd indemnity and release sign located at the Site. The sign must be read and acknowledged immediately prior to participating in the promotion.
8. Entrants aged under 13 years old must have a parent/guardian read and acknowledge the Mars Australia Pty Ltd indemnity and release sign on their behalf immediately prior to participating in the promotion.

#### **HOW TO PLAY**

9. Entrants will each be given the opportunity to try and catch two (2) balls dropped from the platform of a scissor lift. The balls will be dropped one at a time with participants given a reasonable time to prepare for each attempted catch.
10. The two (2) balls will be dropped from different heights ranging from 2m to 14m. The height at which the two (2) balls are dropped will be at the discretion of the Promoter.

11. If the Eligible Entrant successfully catches the two (2) balls, they will win a Major Prize.
12. If the entrant successfully catches one (1) out of the two (2) balls, they will win a Runner Up Prize.
13. The Promoter reserves the right to use a range of different size and styles of balls, however they will ensure the Eligible Entrant is aware of the size and style of ball being dropped prior to the ball being dropped.
14. The judges' decision is final and no correspondence will be entered into.

## **PRIZES**

15. The Major Prize will consist of:
  - One (1) 153g Mars Bar. RRP: \$2.00 AUD
16. The Runner Up Prize will consist of:
  - One (1) 18g Mars Bar. RRP: \$0.30 AUD
17. Maximum of seven hundred (700) Major Prizes and seven hundred (700) Runner Up Prizes to be won.

## **GENERAL**

18. 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.
19. Only one (1) entry is permitted per Eligible Entrant per Promotional Period. Eligible Entrants are permitted to enter one (1) Eligible Entry for each of the Promotional Periods.
20. The Promoter's decision is final and no correspondence will be entered into.
21. Total Prize pool value is \$1,610.00 AUD.
22. Prizes are not transferable or exchangeable and cannot be taken as cash.
23. 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) if a Participating AFL Match is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of a Prize.

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

27. Our privacy policy can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> contains information about:
  1. How you may access the personal information that is held by us and seek correction of such information; and
  2. 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>