

# MARS MATCH UPS 2017 PROMOTION

## TERMS & CONDITIONS

### PARTICIPATION

1. This competition ("Competition") is conducted by Mars Australia Pty Ltd, ABN 48 008 454 313, trading as Mars Chocolate Australia, of Ring Road, Wendouree VIC 3355 ("Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who: (i) is a resident of Australia aged 13 years or older as at the time of entry; and (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee. An Eligible Entrant who is under 18 years of age, must obtain the permission of a parent or guardian to enter.
4. Competition entry opens at 9:00am on 21/03/2017 and closes at kick-off time of the final Match (defined below) on 27/08/2017 ("Entry Period"). All times and dates are times and dates in Melbourne, Victoria which may be AEST or AEDT depending on the date.

### ENTRY

5. The Competition consists of twenty three (23) separate rounds for entry (each a "Round") corresponding to the twenty three (23) rounds of home and away matches (each a "Match") of the 2017 Toyota AFL Premiership Season, excluding the finals ("Season"). The entire Season fixture is available at (<http://www.afl.com.au/fixture>).
6. Each Round opens Tuesday prior to the first Match for that Round and entries must be completed by the times detailed in clause 11 for that Round. For each Round, the Promoter will select four (4) pairs of AFL players, and display each pair on the Competition Website as a "Match Up".
7. A single statistic relevant to the performance of each Match Up pair will be displayed on the Competition Website. Following the conclusion of the relevant Match, the player whose statistics are higher will be deemed the winner of the Match-Up. In the event of a tie in regards to all statistics one (1) point will be awarded for either selection. Statistics will be determined by the Promoter and no correspondence will be entered into.
8. To be eligible to enter, an Eligible Entrant must, during the Entry Period, visit [www.afl.com.au/marsmatchups](http://www.afl.com.au/marsmatchups) ("Competition

Website") and follow the prompts to register to play MARS Match-Ups.

9. To enter, an Eligible Entrant must visit the Competition Website during the Entry Period, log in to their registered account, and select the player in each Match-Up that they think will win that Match-Up.
10. Subject to the other conditions, an Eligible Entrant may enter the Competition once per Round, and may make one selection per Match Up in each Round.
11. All Eligible Entrants must ensure that their entries in each Match-Up are made by the official starting time of the Match to which that Match-Up refers to, as set out on the Competition Website. Once a Match has commenced selections into any Match-Up containing players from that Match will no longer be accepted. The cut off date and time to enter each particular Match and Round may differ from Round to Round. The Promoter takes no responsibility for any late or misdirected entry or for any delays or failures in any telecommunications service or equipment.
12. The Promoter may, at its absolute discretion, declare any or all entries made by an Eligible Entrant invalid if the Eligible Entrant: (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or (ii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or (iii) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.
13. Entries are deemed to be received at the time an Eligible Entrant's selections are successfully recorded on the Competition Website.
14. An entry by more than one person (i.e. a joint entry) is invalid.

#### **INTERNET ENTRIES**

15. Any costs associated with participating in this Competition including but not limited to accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.
16. Eligible Entrants must make their entries manually via the Internet only using a compatible browser. The Promoter may reject internet entries if it reasonably forms the opinion that they have been entered using automated entry means or by use of a competition entry service.

#### **MAJOR PRIZE WINNER DETERMINATION**

17. In each Round, each Eligible Entrant will be awarded one (1) point for each Match Up for which they successfully select the winner in accordance with these conditions. A maximum of four (4) points will be awarded per Eligible Entrant for each Round. In the event any particular player in a Match-Up is injured prior to, or for some

other reason does not play in the Match, the Match-Up will be void and one (1) point will be awarded in relation to it. If an Eligible Entrant does not select a winner for a Match-Up they will not receive any points in relation to that Match-Up.

18. Each Eligible Entrant that is awarded all four (4) available points in a particular Round will obtain one (1) entry into the Major Prize Draw. Eligible Entrants are eligible to obtain multiple entries into the Major Prize Draw if they are awarded all four (4) available points in a particular Round more than once throughout the twenty three (23) Rounds of home and away matches. For the avoidance of doubt, Eligible Entrants can obtain a maximum of twenty three (23) entries into the Major Prize Draw.
19. The Major Prize Draw will take place at AFL House, 140 Harbour Esplanade, Docklands, VIC 3008 at 10:00am on 28/08/2017, the next business day following the conclusion of the last Match in Round 23.
20. The first five (5) valid entries drawn from the Major Prize Draw will each win a trip for two (2) people to Melbourne, Victoria to attend the Toyota AFL 2017 Grand Final, valued at up to \$3,600 each, depending on point of departure ("Major Prize"). The Major Prize will consist of the following:

**Reserved seating for two people at the 2017 Toyota AFL Grand Final held on 30/09/17 at Melbourne Cricket Ground;**

**One (1) x MARS® Grand Final merchandise pack for the winner and guest to share;**

**Return economy flights for the winner and a travel companion from the winner's nearest capital city in Australia to Melbourne, Victoria (where the winner usually resides outside Victoria);**

**2 x nights in a double/twin room in a 4-star or above hotel of the Promoter's choice, in Melbourne, VIC; and**

**Airport and hotel transfers up to \$100 per person.**

21. Spending money, meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges, taxes and all other ancillary costs are not included in the Major Prize. The Major Prize must be taken to coincide with the Toyota AFL 2017 Grand Final on 30/09/2017 with flights departing on 29/09/2017 and is subject to booking and flight availability.
22. During the entire duration of the Major Prize, a nominated parent/guardian over the age of 18 years of age must accompany any person(s) under 18 years of age. Any winner under 18 years old must choose a parent/guardian over the age of 18 as the winner's guest.
23. The winners and their companion must depart from and return to the same departure point and travel together. Itinerary to be

determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Major Prize. Major Prize elements are subject to the standard terms and conditions of individual providers. The winner may be required to present their credit card at time of accommodation check in.

24. In the event one or more of the five(5) Major Prizes are unclaimed by 9:00am on 12/09/2017, the prize(s) will be forfeited and a Major Prize re-draw will take place on 14/09/2017 to award any unclaimed Major Prize, subject to the directions of any regulatory authority.

### **MINOR PRIZE DRAWS**

25. There will be twenty three (23) draws corresponding to the twenty three (23) Rounds of the Season (“Minor Draws”). Each Eligible Entrant that is awarded all four (4) available points in a particular Round will obtain one (1) entry into the Minor Draw corresponding to that Round. Each Minor Draw will take place at AFL House, 140 Harbour Esplanade, Docklands, VIC 3008 at 10:00am on the next business day following the conclusion of the last Match for a particular Round. The date for each Minor Draw is specified in the table below.

<b>Round</b>	<b>Draw</b>
<b>1</b>	<b>27/03/2017</b>
<b>2</b>	<b>03/04/2017</b>
<b>3</b>	<b>10/04/2017</b>
<b>4</b>	<b>18/04/2017</b>
<b>5</b>	<b>26/04/2017</b>
<b>6</b>	<b>01/05/2017</b>
<b>7</b>	<b>08/05/2017</b>
<b>8</b>	<b>15/05/2017</b>
<b>9</b>	<b>22/05/2017</b>
<b>10</b>	<b>29/05/2017</b>
<b>11</b>	<b>05/06/2017</b>
<b>12</b>	<b>13/06/2017</b>

<b>13</b>	<b>19/06/2017</b>
<b>14</b>	<b>26/06/2017</b>
<b>15</b>	<b>03/07/2017</b>
<b>16</b>	<b>10/07/2017</b>
<b>17</b>	<b>17/07/2017</b>
<b>18</b>	<b>24/07/2017</b>
<b>19</b>	<b>31/07/2017</b>
<b>20</b>	<b>07/08/2017</b>
<b>21</b>	<b>14/08/2017</b>
<b>22</b>	<b>21/08/2017</b>
<b>23</b>	<b>29/08/2017</b>

26. The first five (5) entries drawn in each Minor Draw will each win a Mars Product Package valued at \$73 and consisting of one (1) x \$25 voucher to be used at the official online AFL Store & one (1) MARS product box of 53g bars. Details and terms of purchase relating to the use of the official online AFL Store voucher can be found at <http://www.theaflstore.com.au/gift-vouchers/gift-voucher-25.html>.
27. The Mars Product Packages will be distributed weekly during the Competition and will be sent to winners by post to be received by the winner within 30 days of the relevant Minor Draw, unless otherwise advised by the Promoter
28. In the event any Minor Draw prizes remain unclaimed within 3 months of notifying the relevant winner all entries from all previous Minor Draws will be combined and a draw to award the unclaimed prizes will take place on 04/12/2017 at the same time and location as the previous Minor Draws, subject to the directions of any regulatory authority.

#### **PRIZES GENERALLY**

29. The maximum total value of all prizes is \$26,395.00.
30. The Promoter takes no responsibility for any variations in value of a prize. All prizes are subject to the terms and conditions of the relevant third party prize suppliers (as applicable).

31. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Competition. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.
32. A right to receive a prize is not transferable or exchangeable and cannot be taken as a monetary payment, unless otherwise specified.
33. Unless expressly stated in these conditions, all expenses incurred in relation to enjoyment of a prize are the responsibility of the winner.

## **WINNERS**

34. Each winner, whenever determined, will be notified in writing sent by e-mail to the e-mail address indicated in their registration. So far as practicable, the notifications will be sent to winners within two (2) business days of their determination. The notification will include instructions as to how the winner is to claim the prize and establish his/her entitlement to it.
35. The names of each prize winner in any draw or unclaimed prize draw will be published on the Competition Website the next business day following the relevant draw. Each name will be displayed for a period of at least five (5) days.
36. In order to be entitled to any prize, each winner must, if requested by the Promoter, agree to and sign and return an eligibility form confirming their compliance with the conditions and eligibility to accept the prize and if the prize involves travel, the winner and any companion must as a condition of accepting the prize sign the Promoter's deed of indemnity and exclusion of liability. The winner will forfeit his/her prize if he/she fails 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.

## **GENERAL**

37. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
38. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of

any communication (including entries) sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition.

39. In the event of any of the circumstances set out in clause 52 above, the Promoter may (subject to relevant state and territory lottery regulations and where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion.
40. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.
41. All of the Promoter's decisions are final and no correspondence will be entered into.
42. The Promoter accepts no responsibility for any tax liability incurred as a result of an entrant participating in the Competition. Entrants should obtain independent tax and financial advice.
43. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.
44. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
45. Each winner consents to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times without remuneration for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.

46. The Promoter (**Mars, we, us** or **our**) collects your personal information via this entry form when you submit an entry to this Competition (**Promotion**).

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.

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.

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.

Our privacy policy at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> contains information about:

- (a) how you may access the personal information that is held by us and seek correction of such information; and
- (b) 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 on our [Contact Page](#).

47. Any reporting errors or other quality control matters outside the control of individual players shall not be used as the sole basis for refusing to award a prize.
48. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this Competition has given their implied or express consent for their details to be provided to the Promoter and any of its related companies and to be contacted by the Promoter or any of its related companies in relation to this Competition.
49. Authorised under NSW LTPS/17/12217, ACT TP17/00434, SA T17/416

AFL Approval Code: