

Terms and Conditions

Play Comedy Masters

SCHEDULE	
GENERAL	
Promotion	Play Comedy Masters
Promoter	Mars Australia Pty Ltd t/as Mars Wrigley Confectionery (ABN 48 008 454 313) of Tower 2, Collins Square, 727 Collins Street, Docklands, Melbourne VIC 3008, telephone +61 2 9847 9111.
Who can enter?	Entry is open to residents of Australia who are aged 18 years or over (“Eligible Entrant”).
Who can’t enter?	Directors, officers, management, and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
Permits	Authorised under NSW: NSW TP/02036. ACT. TP 22/01299. SA. T22/1030
WHEN AND WHERE WILL THE PROMOTION RUN?	
Promotional Period	The promotion starts at 12:01am AEST on 01/08/2023 and ends at 11:59pm AEDT on 22/10/2023. No entries will be accepted after this time.
Participating Stores	This promotion will run in Participating Retailers in Australia that stock and sell the Participating Products. A Participating Retailer is any retailer in Australia (including online) that stocks the Participating Product(s) and displays material advertising this Promotion
Website	www.playscreenmasters.com.au
What are the Participating Products?	The promotion is limited to the following Participating Products from any Participating Retailer: <ul style="list-style-type: none"> • M&M’s Peanut 380g • M&M’s Milk 380g • M&M’s Crispy 335g • MALTESERS Milk 280g • PODS Mars 310g • SKITTLES 380g
ENTRY DETAILS	
How to Enter	To enter, Eligible Entrants must, during the Promotional Period: <ol style="list-style-type: none"> (a) purchase any Participating Product from any Participating Retailer (“Qualifying Purchase”); (b) using a mobile or web device, visit the Website and follow the prompts to the promotion entry page;

	<p>(c) complete the entry form by including (but not limited to) name, place of purchase, postcode, receipt number, product, email and / or phone and upload a receipt and submit the entry;</p> <p>(d) submit the fully completed entry form to see if they are an instant winner</p> <p>(e) all entrants will have the opportunity to claim up to five (5) bonus instant win entries by playing the trivia game on the website (“Game”). Individuals will be required to login to a valid account that can only be created by completing the initial Instant Win entry mechanic. The Game will be available to play within seven (7) days from the date the entrant submits their entry (subject to the end date of the promotion). For every fifty (50) points achieved in the Game, the entrant will receive an automatic bonus instant win entry. All entrants will also have the opportunity to earn double points from every trivia Game played in ‘Play a Friend’ mode. At two hundred and fifty (250) points the entrant may play on but no more bonus entries can be achieved. For clarity, the maximum number of bonus entries available from the Game is five (5);</p> <p>(f) the opportunity to play the Game will only be available for seven (7) days from the date the initial entry is submitted; and</p> <p>(g) to play again, the entrant can make a new Qualifying Purchase, upload the new receipt and start again.</p> <p>Upon submitting their online entry, Eligible Entrants will be immediately notified via an onscreen message if they have provisionally won an Instant Win Prize. If an Eligible Entrant is deemed a provisional Instant Prize Winner, they will receive an email relating to the prize. If they have not won an Instant Win Prize the entrant will be notified via an onscreen message, and they will not receive an e-mail. All Instant Win entries will be automatically placed in the major prize draw</p> <p>Note:</p> <p>(a) Time of entry is deemed to be the time of receipt into the Promoter’s database and not the time of transmission by the entrant. Only entrants with acceptable proof of purchase can enter.</p>
<p>Proof of Purchase Requirements</p>	<p>Consumers must retain their original itemised receipt/s to verify each entry (“Proof of Purchase”). Proof of Purchase must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Promotional Period before the entry was submitted).</p>
<p>What are the Entry Limits?</p>	<p>The Promotion can be entered multiple times, subject to the following:</p> <p>a) a maximum of ten (10) initial entries can be made per person during the Promotional Period;</p> <p>b) each initial entry must be based on a separate Qualifying Purchase, regardless of the number of Participating Products in excess of one (1) purchased in that Qualifying Purchase;</p> <p>c) only one (1) initial entry permitted per receipt upload;</p> <p>d) only one (1) bonus entry permitted per fifty (50) points collected in the Game;</p> <p>e) a maximum of five (5) bonus entries permitted per Game regardless of the number of points achieved over two hundred and fifty (250);</p> <p>f) each Game opened by the initial entry is valid for seven (7) days;</p> <p>g) each Qualifying Purchase must be made in a separate transaction per person and a separate original itemised receipt must be issued; and</p> <p>h) each entry must be submitted separately in accordance with these Terms and Conditions.</p>

WINNER DETERMINATION DETAILS				
Draw Details	<p><u>Instant Win</u></p> <p>Instant winners will be selected by a random computerized drawing system. There are up to 860 instant prizes to be won based on randomly selected winning times during the Promotional Period. The first valid entry received on or after each winning time will be the Provisional Winner of the prize allocated to that winning time. Entrants will be notified instantly onscreen as to whether or not they are a Provisional Winner.</p>			
	<p><u>Major Prize</u></p> <p>All instant win entries (i.e winners and non-winners) will be automatically placed in the Major Prize Draw which will take place at Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York St, Sydney NSW at 12.00pm AEDT on 27/10/2023. The draw is electronic, and the winner will be selected at random. The winner will be notified by email on 29/10/2023 and their first name and suburb will be published on the Website.</p>			
PRIZE DETAILS				
Prize Details	Type	No. Available	Details	Value
	Instant Win Prize	Eight Hundred and sixty (860)	Each Instant Win Prize will consist of: one \$50 Prezsee Voucher	\$50
	Major Prize	One (1)	The Trivia Prize will consist of: \$25,000 Monetary Prize to use towards a comedy experience.	\$25,000
Total Prize Pool	<p>The total prize pool is valued at up to \$68,000 (including GST). Instant Win Prize Pool is valued at up to \$43,000 (including GST) Major Prize Pool is valued at up to \$25,000 (including GST)</p>			
Prize Terms	<p><u>Instant Win Conditions:</u> Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher which can be read at www.prezsee.com.au/doc/terms-of-service/.</p> <p><u>Major Prize Conditions:</u> Prizes are not transferable. The prize may be awarded in a cheque form or by eftpos transfer to a nominated Australian bank account. If the prize is to be delivered by eftpos, the winner will be required to advise the Promoter of their nominated bank account details for their prize money to be deposited. Eftpos transfers may take up to 30 days to process.</p> <p>The Promoter takes no responsibility for the loss of prize due to incorrect or imprecise delivery details provided by the entrant including but not limited to financial or personal details for the purpose of prize delivery.</p>			
NOTIFICATION & PUBLICATION				
Notification of Winners	<p>Provisional instant winners will be notified instantly on screen. The provisional major prize winner will be notified via phone and email.</p>			
Publication Details	<p>Verified prize winners will have their name and state/territory of residence published on the Website on 30/10/2023 by 11:59pm AEDT.</p>			

VERIFICATION & DELIVERY	
Verification Requirements	<p>Entrants and winners may be required to:</p> <ol style="list-style-type: none"> a) provide proof of identity, proof of age and proof of residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion; and b) send their Proof of Purchase (for <u>all</u> entries submitted during the Promotional Period) to the Promoter to verify that the relevant prize should be awarded. <p>If, in the opinion of the Promoter, Proof of Purchase has been shared between any entrants, those entrants' entries may be deemed invalid and they will lose any right to a prize.</p> <p>Entering under a false name/s may invalidate all entries. Multiple entries under different names and or different emails from the same residential addresses may also invalidate at the Promoter's discretion, unless Proof of Identity and original Proof of Purchase (for all entries submitted during the Promotional Period) are produced on request.</p> <p>If an entrant/winner fails to provide Proof of Identity and/or Proof of Purchase by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion.</p> <p>The Promoter's decisions are final and no correspondence will be entered into.</p>
Prize Delivery	<p><u>Instant Win Prize</u></p> <p>Once a provisional winner is deemed by the Promoter to have complied with these Terms and Conditions, the Promoter will declare them a winner and will email the relevant prize to the email address provided during entry no later than 28 days of the winner's entry being verified and accepted.</p> <p><u>Major Prize</u></p> <p>Once a provisional winner is deemed by the Promoter to have complied with these Terms and Conditions, the Promoter will declare them a winner and will dispatch the relevant prize no later than 28 days of the winner's entry being verified and accepted.</p> <p>The Promoter takes no responsibility for an incorrect email, mobile number or physical address being provided when entering the promotion or during the verification process, and once dispatched the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way.</p>
Prize Claim Details	<p>Prizes must be accepted and claimed by 12:00pm AEDT on 30/01/2024 (Prize Claim Date). If the prize is not claimed by the Prize Claim Date, the prize will be forfeited and the provisional winner will not be entitled to a prize. The Promoter is within their rights to determine an alternative winner.</p>
UNCLAIMED PRIZE DETAILS	
Unclaimed Prize Draw Details	<p>In the event of any unclaimed prize/s (unclaimed being defined as being a prize won but not claimed in accordance with the verification and prize claim process), the Promoter will conduct an unclaimed prize draw. All valid non-winning entries will be automatically placed in an electronic unclaimed draw which will take place at Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York St, Sydney NSW, 2000 at 2:00pm AEDT on 02/02/2024. Winners, if any, will be notified by email and their names will be published on the Website on 06/02/2024.</p> <p>All prizes of the unclaimed draw must be claimed by 06/05/2024. If the prize is not claimed by this date, the prize will be forfeited.</p>

Terms and Conditions

1. These Terms and Conditions must be read together with the Schedule for this promotion. The Schedule prevails to the extent of any inconsistency with these Terms and Conditions.
2. Information on how to enter and the prize(s) form part of these Terms and Conditions. By participating in this promotion, you accept these Terms and Conditions.

Eligibility

3. You can only enter this promotion if you meet the eligibility requirements set out in the Schedule.
4. By entering this promotion, if requested you agree to declare to the Promoter all past, current or potential conflicts of interest (if any) or any serious social misconduct or behavior that in a normal person's opinion may compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.

Entry

5. The promotion will be conducted during the Promotional Period.
6. All entries must be received by the Promoter during the Promotional Period. Entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
7. You can only submit your entry in accordance with the "How to Enter" section of the Schedule. The Promoter will not accept entries in any other form. Once submitted, you cannot change, alter or delete your entry.
8. Automated entries and computer-generated entries will not be accepted. Entrants who enter using multiple phone numbers, email addresses or aliases will be disqualified.
9. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other instructions or guidelines notified by the Promoter during the entry process for the promotion.
10. 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.
11. You are responsible for all costs associated with entering this promotion, including but not limited to Internet costs.

Instant win promotions

12. Quality control errors will not invalidate an otherwise valid prize claim.
13. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prizes claimed of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.

Determining and notifying winners

14. Winners will be determined, notified and published as set out in the Schedule.

15. The Promoter and the companies and agencies associated with this promotion may also publish the name and state/territory of residence for winners on their websites, social media platforms and in trade publications. By entering this promotion, each entrant consents to this and requests that his or her full address not be published.

Prizes

16. The prize(s) are as specified in the Schedule. The prize(s) are subject to any additional terms and conditions as specified in the Schedule.
17. Once awarded to a winner, the Promoter will not be liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way.

Claiming prizes

18. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.
19. If a prize is not accepted or claimed in accordance with the Prize Claim Details, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant unclaimed prize in accordance with the details specified in the Schedule, subject to any directions given by any relevant gaming authority. Winners of unclaimed prizes will be notified and published in accordance with the details set out in the Schedule.

General

20. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
21. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, prohibit further participation by an entrant or winner in this promotion, or invalidate a provisional winner if the entrant/winner:
 - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion (including where entrants share their Proof of Purchase to enter the Promotion or where entrants use multiple names, addresses or aliases to register multiple entries);
 - c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
 - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading or deceptive;
 - f. or engages in conduct which may, in the opinion of the Promoter, compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.

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.

22. Entrants and winners must comply with the details set out in the Verification Requirements section of the Schedule as part of the entry verification or prize claim process. Failure to comply with the Verification Requirements to the Promoter's satisfaction will result in your entry and/or prize claim being declared invalid (and, at the Promoter's discretion, in all of your entries/prize claims being declared invalid).
23. All entries will be the property of the Promoter and will not be returned.
24. Prizes (or unused portions of prizes) are not transferable, exchangeable for any other item and cannot be redeemed for cash or any other form of compensation (unless cash is specified). If a prize (or element of a prize, where applicable) is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value and/or specification, subject to the approval of any relevant gaming authorities as required.
25. If a winner (or a companion, as applicable) does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and their companion(s) as applicable and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
26. If requested by the Promoter, entrants and winners must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material, on the Promoter's websites, social media platforms and in trade publications.
27. If for any reason any aspect of this promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries, subject to the approval of the relevant gaming authorities, if required.
28. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
29. 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.
30. 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.
31. The Promoter may at its absolute discretion prohibit an entrant's participation in this promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may

diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.

32. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI 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. For the removal of doubt, the Promoter will only use PI as set out above and in accordance with its Privacy Policy, the Promoter will not sell PI to 3rd parties.
33. If you have marked the "opt-in" box on the entry form, you consent to us keeping your personal information on our database to use for future marketing purposes, including contacting you by electronic messaging.

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 at <http://international.mars.com/australia/en/about-mars/contact-us>.