

MARS

M&M'S x adidas Competition AU Terms and Conditions
eyebrow

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Terms and Conditions

SCHEDULE

GENERAL

Promotion	M&M'S adidas Promotion Australia
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 Australian residents only who are aged 18 or over at the time of entering the promotion.
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 competition. Immediate family means any of the following: spouse, ex-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.

WHEN AND WHERE WILL THE PROMOTION RUN?

Promotional Period

The promotion starts at 9am AEST on 25th April 2022 and ends at 12pm AEST 29th April 2022. No entries will be accepted after this time.

Where will the Promotion Run?

This promotion will run on the M&M'S Australia Instagram and Facebook pages.

<https://www.instagram.com/mmsaustralia/>

<https://www.facebook.com/mmsaustralia>

ENTRY DETAILS

This is a game of skill and chance plays no part in determining the winner. To enter the promotion, entrants must, during the Promotional Period:

1. like the relevant competition post on M&M'S Australia Facebook page and/or like the relevant competition post and be following M&M'S Australia on Instagram

2. comment on the competition post on

www.facebook.com/mmsaustralia/Instagram

www.instagram.com/mmsaustralia and tell us in 25 words or less, how they would feel wearing a pair of adidas Originals by M&M'S shoes.

3. make sure their Facebook posts are public. All content posted on Facebook must be in accordance with Facebook terms. All content posted on Instagram must be in accordance with Instagram terms.

Any content that is submitted as part of an entry must not:

i. be offensive or be likely to cause offence to any person or group of persons;

ii. promote or depict illegal or negligent activity;

iii. 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.

How to Enter

What are the Entry Limits?

The promotion can be entered up to two (2) times per day per person during the Promotional Period

WINNER DETERMINATION DETAILS

How are prizes awarded?

Winners will be determined by a panel of judges based on the most funny and creative response.
The judging will take place on 2nd May 2022.
Entrants are restricted to winning one (1) Prize only during the Promotional Period. Winners will be notified via private message on the channel they entered (Facebook or Instagram) within two (2) business days of judging.
The judges' decision is final and the Promoter will not enter into correspondence regarding the result.
All winners will be notified in writing and will be awarded their prizes via correspondence on the channel they entered on in accordance with the timings outlined in these terms & conditions.

PRIZE DETAILS

Prize Details

There will be three (3) prizes and three (3) winners selected. Each winner will win one (1) pair of adidas Originals by M&M'S shoes in an available size between 8-10 (AU Men's sizing. Shoes are unisex, women are recommended to go down 1.5 sizes) (valued at \$250) and five (5) bags of M&M'S (180g) in various flavours (valued at \$4.50 each).

Total Prize Pool

The total prize pool is valued at \$817.50 (RRP, including GST).

Prize Terms

As per conditions of entry. Prizes are not transferable & cannot be converted to cash.
Upon notification, winners will be awarded one pair of shoes in the size selected from the available sizes. In the event the shoe size selected is unavailable, you will be awarded an alternative shoe size at the Promoter's discretion.
Prizes are not transferable or exchangeable and cannot be taken as cash. Winner(s) cannot change, vary, substitute or extend any element of the prize (in whole or in part).

NOTIFICATION & PUBLICATION

Notification of Winners

Winners will be notified by private message on the channel they entered on (Facebook or Instagram) within two (2) business days of judging. This message will include instructions as to how the winner is to claim the prize.

PRIZE DELIVERY

Prize Delivery

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 deliver the relevant prize no later than 28 days of the winner's being notified.
The prizes will be set via Express post and winners will be provided with the tracking details.
The Promoter takes no responsibility for an incorrect physical address being provided when entering the promotion, and once dispatched the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way. The address provided for delivery must be within Australia and not a PO Box.

PRIZE CLAIM DETAILS

Prize Claim Details

All prizes must be accepted and claimed by 12:00pm AEST on 6th May 2022 (**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. In the event of any unclaimed prize/s, the Promoter is within their rights to determine an alternative winner. Any alternative winners will be notified by 13th May 2022.

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. 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. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, of the Participating Stores or of the agencies or organisations associated with this promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
5. 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

6. The promotion will be conducted during the Promotional Period.
7. 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.
8. 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.
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. You are responsible for all costs associated with entering this promotion, including but not limited to Internet costs.

Entry Content

11. You are required to take full responsibility for the content of your entry and for ensuring that your entry complies with these Terms and Conditions and any other

instructions provided by the Promoter. For the purposes of these Terms and Conditions, “entry content” includes any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.

12. Your entry must be your own original work. The Promoter reserves the right to verify, or to require you to verify, that your entry is your own original work. If an entry cannot be verified to the Promoter’s satisfaction, the entry will be deemed invalid.
13. Your entry must not:
 1. include any content which may diminish the good name and reputation of the Promoter or its products and brands;
 2. feature any image or voice of any other person without that person’s express consent. You confirm that if such content is included in your entry, you have obtained the express consent of the relevant person/s;
 3. include any content that is in violation of any law or regulation;
 4. be fraudulent, deceptive or misleading in any way;
 5. include any content that infringes the rights of any person;
 6. be obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing);
 7. include any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless you are entitled to use such content. If you have any doubts about whether to include any content (for example, recorded music) you must not include it. By including such content in your entry, you warrant to the Promoter that you have the permission of the relevant copyright owner to so and that this permission allows the Promoter to use the entry to publicise the promotion and for any other purpose as set out in these Terms and Conditions; and
 8. feature any third party products, third party trade marks, names, logos or branding.
2. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entry at any time.
3. By entering this promotion, you agree to assign all rights in your entry to the Promoter and you consent to the Promoter (or the agencies/companies associated with the Promoter) using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), in marketing, advertising and promotional materials, on the Promoter’s websites and social media platforms or in any other manner as determined by the Promoter, without payment to you (of royalties, compensation or otherwise) on a perpetual, world-wide and irrevocable basis.

Determining and notifying winners

4. Winners will be determined and notified as set out in the Schedule.
5. 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

6. 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.
7. Prizes will be delivered to the address provided by the winner at the time of entry or completing the verification process (whichever is most recent).
8. Once dispatched and awarded to a winner, the Promoter is not be liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way.

Claiming prizes

9. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.

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

2. 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.
3. 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:
 1. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 2. 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);
 3. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
 4. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
 5. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading or deceptive;
 6. 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.
4. Entrants and winners must comply with the verification requirements set out in the Schedule as part of the entry verification or prize claim process. Failure to comply with these 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).

5. All entries will be the property of the Promoter and will not be returned.
6. Prizes are not transferable, exchangeable for any other item or size and cannot be redeemed for cash or any other form of compensation (unless cash is specified). The value of each prize is accurate as at the time of preparation of this material, is the RRP value and is inclusive of GST. The Promoter accepts no responsibility for any variation in the value of a prize after that time. If a prize (including the available and/or desired size) is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the any relevant gaming authorities as required.
7. 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.

If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this

1. promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with these terms.
2. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) 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.
3. 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.
4. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
5. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the promotion or accepting the prize may involve participating in dangerous activities. By entering this promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
6. The Promoter, its associated agencies and companies and the agencies and

companies associated with this Promotion will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

7. Prizes will only be delivered to addresses in Australia, as applicable. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
8. 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.
9. 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. The Promoter may disclose PI to entities outside of Australia, see the Promoter's Privacy Policy for details. 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
10. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

1. The Promoter collects your PI when you submit an entry to this Promotion. We collect this PI for the purposes of your entry into the Promotion. By entering this Promotion, you consent to us keeping your PI on our database to use for future marketing purposes, including contacting you by electronic messaging. We may use the PI you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.
2. We may disclose your PI 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 PI. 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). Our privacy policy at <http://www.mars.com/global/policies/privacy/pp-australia-en> contains information about:

1. how you may access the PI 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 on our Contact Page at

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

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