

# **M&M'S WANTED PROMOTION**

## **CONDITIONS**

### **PARTICIPATION**

1. This "Wanted" competition ("Competition") is conducted by Mars Australia Pty Ltd trading as Mars Chocolates Australia, ABN 48 008 454 313, 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 or New Zealand 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 9am on 17/02/14 and closes at 17:00 hrs on 01/06/14 ("Entry Period").
5. Unless otherwise indicated, all times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date. Where times are stated using the 24 hour clock, 00:00 hrs is the start of a day and 24:00 hrs is the end of a day.

### **ENTRY**

6. In this Competition, a "Promotion Product" is an M&M'S Milk Chocolate 200g, M&M'S Peanut 200g, M&M'S Crispy 160g, M&M'S Milk Chocolate 380g, M&M'S Peanut 380g or M&M'S Crispy 340g confectionery product that is packed in a pack that refers to this Competition. A unique code ("Unique Code") is printed on the inside surface of the pack of each Promotion Product.
7. To enter, an Eligible Entrant must first purchase one Promotion Product from any retail outlet anywhere in New Zealand or Australia.
8. Subject to the other conditions, an Eligible Entrant may enter the Competition once for every Promotion Product that they purchase.
9. Entry can only be made by internet or by SMS (also known as "TXT" in New Zealand) (See below).
10. All entrants must ensure that their entries are received by the Promoter during the Entry Period. The Promoter takes no responsibility for, and will not compensate any entrant for, any late or misdirected entry or for any delays or failures in any telecommunications service or equipment.
11. For each and every Promotion Product that an entrant uses to submit an entry, he/she MUST retain: (i) the packaging of Promotion Product with the Unique Code that was used to submit that entry; and (ii) the

receipt (or a photocopy of it) from the purchase of the Promotion Product that lists the Promotion Product as an item purchased.

12. All entries to the Competition may be subject to verification by the Promoter. The Promoter will reimburse an entrant for any reasonable costs incurred in complying with this condition.
  - (i) An entrant MUST, within 7 days of being asked, deliver to the Promoter (by a means determined by the Promoter) all of the items which condition 11 requires the entrant to retain and which are requested by the Promoter. The Promoter may elect not to return those items.
  - (ii) An entrant MUST also deliver to the Promoter (by a means determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an entrant MUST also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.
13. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant: (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or (ii) fails to produce items as required by condition 11 or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (iii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or (iv) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.
14. An entry by more than one person (ie a joint entry) is invalid.

#### **INTERNET ENTRIES**

15. To submit an internet entry an entrant must use a compatible browser to visit [www.m-ms.com.au](http://www.m-ms.com.au) ("Competition Website") and follow the directions there. For each entry, the entrant must provide:
  - (i) the Unique Code on the pack of the Promotion Product being used to enter; and
  - (ii) all other details required at the Competition Website, including the entrant's first and last names, postal address and e-mail address.
16. Any costs associated with accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.
17. Eligible Entrants must make their internet entries manually using an internet 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.

### **SMS ENTRIES**

18. To submit an entry by SMS, an entrant must send to 1977 7744 (for entrants in Australia) or 274 (for entrants in New Zealand), one SMS message comprising of and in the following order with a space between each item:
- (i) the Unique Code printed on the pack of the Promotion Product being used to enter;
  - (ii) the entrant's first name;
  - (iii) the entrant's last name; and
  - (iv) the entrant's postcode;

Each SMS entry must be sent in a separate SMS.

19. In Australia: each SMS will cost \$0.55 cents (including GST) to send, as the SMS service is a premium service; the SMS Service Provider is Prime Focus - Helpline: 1800 818 957; the entrant must use a mobile phone and service with the ability to send SMS messages to premium numbers.
20. In New Zealand, the cost to send an SMS to the Competition entry SMS number is NZ \$0.20 cents.
21. The Promoter will only accept SMS entries submitted using a mobile phone. The Promoter may reject SMS entries if it reasonably forms the opinion that they have been entered using other entry means, including the internet or automated means.
22. For winning SMS entries, the person entitled to the relevant prize is the person who was entitled to use the mobile phone at the time the winning entry was sent and who can produce the items required to be produced by condition 12. If more than one person claims to meet these requirements and claims the prize, the Promoter will have the sole discretion to determine which of those persons is the winning entrant.

### **M&M'S SUNGLASSES DRAWS AND PRIZES**

23. There will be 12 electronic random prize draws in which M&M'S SUNGLASSES prizes are awarded (each an "M&M'S SUNGLASSES Draw").
24. Entries will be allocated to M&M'S SUNGLASSES Draws as follows:

Draw No	Entries received* between:		Drawn on:
	Start of period	End of period	

1	09:00 hrs on 17/02/14	24:00 hrs on 16/03/14	17/03/14
2	00:00 hrs on 17/03/14	24:00 hrs on 23/03/14	24/03/14
3	00:00 hrs on 24/03/14	24:00 hrs on 30/03/14	31/03/14
4	00:00 hrs on 31/03/14	24:00 hrs on 06/04/14	07/04/14
5	00:00 hrs on 07/04/14	24:00 hrs on 13/04/14	14/04/14
6	00:00 hrs on 14/04/14	24:00 hrs on 20/04/14	21/04/14
7	00:00 hrs on 21/04/14	24:00 hrs on 27/04/14	28/04/14
8	00:00 hrs on 28/04/14	24:00 hrs on 04/05/14	05/05/14
9	00:00 hrs on 05/05/14	24:00 hrs on 11/05/14	12/05/14
10	00:00 hrs on 12/05/14	24:00 hrs on 18/05/14	19/05/14
11	00:00 hrs on 19/05/14	24:00 hrs on 25/05/14	26/05/14
12	00:00 hrs on 26/05/14	17:00 hrs on 01/06/14	02/06/14
* An entry received exactly at the time that any period commences will be allocated to the period that is just commencing (and not the period that has just ended).			

25. In each of the first 11 M&M'S SUNGLASSES Draws, the Eligible Entrants who submitted the first 166 valid entries drawn will each win a pair of M&M'S WANTED themed SUNGLASSES ("M&M'S SUNGLASSES"). In the 12<sup>th</sup> M&M'S SUNGLASSES Draw (the last M&M'S SUNGLASSES Draw) the Eligible Entrants who submitted the first 174 valid entries drawn will each win one pair of M&M'S SUNGLASSES. Each pair of M&M'S SUNGLASSES is valued at A\$30 (Price as at 22/09/13).
26. Entries into one M&M'S SUNGLASSES Draw will not be included in any subsequent M&M'S SUNGLASSES Draw.
27. Each M&M'S SUNGLASSES Electronic Random Draw will be held at 12 noon at Suite 403, 62 Beach Street, Port Melbourne VIC 3207 (**Draw Location**). Each M&M'S SUNGLASSES Draw will be held on the date specified for that draw in condition 24.

## **MAJOR PRIZE DRAW AND PRIZE**

28. The Major Prize draw from all entries received as directed will be held at 12 noon on 02/06/14 (**Draw Prize**) at Suite 403, 62 Beach Street, Port Melbourne VIC 3207(**Draw Location**).
29. The Eligible Entrant who submitted the first valid entry drawn in the Major Prize draw will win the Major Prize of \$50,000 paid in AUS or NZ local (residency) currency. The Eligible Major Prize winner will receive the Major Prize of \$50,000 as a bank cheque within twenty four (24) business days of verification of the Prize Winner.

## **PRIZES GENERALLY**

30. The maximum total value of all prizes is A\$110,000 or NZ\$ currency equivalent.
31. There is only one prize pool with 2,001 prizes in total. Each prize in the pool may be won by an entrant from Australia or New Zealand.
32. Each prize is valued as at 22/09/13 at Australian prices in A\$ and converted to NZ\$ if required as at 22/09/13. The Promoter takes no responsibility for any variations in value of a prize.
33. 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.
34. A right to receive a prize is not transferable or exchangeable and cannot be taken as a monetary payment.
35. If the winner of a prize is under 18 years of age, the prize will be awarded to a parent or guardian of the winner, as determined by the Promoter, on the winner's behalf.

## **WINNERS**

36. Each winner will be notified in writing which will be:
  - (i) sent by SMS to the mobile phone number from which the entry was sent, if it was sent by SMS;
  - (ii) sent by e-mail to the e-mail address indicated in the entry, if it was submitted using the internet.

The notification will include instructions as to how the winner is to claim the prize and establish his/her entitlement to it.

37. The name of the Major Prize winner will be published in The Australian on 16/06/14 and for NZ winners in The New Zealand Herald on 16/06/14.
38. The name of the Major Prize winner will also be published at [www.m-ms.com.au](http://www.m-ms.com.au) within 7 days of Major prize being won (including in a redraw under condition 39), for a period of at least 1 week.

39. Subject, where relevant, to any directions given under the legislation regulating the Competition, if Major prize is not claimed by a winner within 3 months of the draw for that prize, the prize will be awarded to another Eligible Entrant in a redraw for that Major prize commencing 12 noon on 02/09/14 at Suite 403, 62 Beach Street, Port Melbourne VIC 3207. No compensation will be payable to any person whose entry is drawn but who does not claim their prize. If the Major Prize is awarded in the redraw, the name of the winner of the Major Prize in the redraw will be published in The Australian on 15/09/14 and if in New Zealand then The New Zealand Herald on 15/09/14.
40. In order to be entitled to any prize, each winner must, if requested by the Promoter, agree to and sign and return:
- (i) an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize; and
  - (ii) a liability release, waiver and/or indemnity in favour of the Promoter and/or any person or other entity associated with this Competition.

If a winner is under 18 years of age, the winner must ensure that his/her parent or guardian agrees to and signs the documents referred to above (if requested by the Promoter). A winner will forfeit his/her prize if he/she fails to ensure that all documents relating to that prize are signed and returned in accordance with this condition, as and when required by the Promoter.

## **GENERAL**

41. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering 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.
42. Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication including any SMS communication 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.
43. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS PROMOTION, TO CAUSE DAMAGE TO OR TO INTERFERE WITH THE FUNCTIONING OF THE SMS PROCESSES, 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 AN ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.

44. All of the Promoter's decisions are final and no correspondence will be entered into.
45. 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.
46. 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 (i) an Australian entrant's rights under the Competition and Consumer Act 2010; or (ii) a New Zealand entrant's rights under the Consumer Guarantees Act 1993.
47. 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.
48. Each winner of a prize 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.
49. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise its winner(s) and, if an entrant consents, may be used to market its products to the entrant. The personal information of each winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. Persons may contact the Promoter by post at the address stated in condition 1 to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize. The Promoters privacy terms and conditions are available at [www.m-ms.com.au](http://www.m-ms.com.au)
50. Authorised under NSW Permit No LTPS/13/08480; ACT Permit No TP 13/03802; VIC Permit No 13/2473; SA T13/1911.