

## Terms and Conditions

### Masterfoods “Squeeze more into Easter Consumer Promotion”

SCHEDULE	
GENERAL	
<b>Promotion</b>	Masterfoods “Squeeze more into Easter Consumer Promotion”
<b>Promoter</b>	Mars Australia Pty Ltd t/as Mars Food (ABN 48 008 454 313) of Tower 2, Collins Square, 727 Collins Street, Docklands, Melbourne VIC 3008, telephone +61 2 9847 9111.
<b>Who can enter?</b>	Entry is open to residents of Australia who are aged 18 years or over (“Eligible Entrant”).
<b>Who can’t enter?</b>	<p>Directors, officers, management, and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this competition.</p> <p>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.</p>
<b>Permits</b>	Authorised under NSW: TP/01302; ACT: 22/00002 SA: T21/2087
WHEN AND WHERE WILL THE PROMOTION RUN?	
<b>Promotional Period</b>	The promotion starts at 12:01am AEDT on 16/03/2022 and ends at 11:59pm AEST on 26/04/2022. No entries will be accepted after this time.
<b>Where will the Promotion Run?</b>	The Offer is limited to the following product (s) (“Eligible Product”) purchased from any Woolworths store in Australia (including online) which sell the Eligible Product and/or displays material advertising this Promotion- Note: Woolworths Metro Go and Ampol Woolworths co-branded Metro stores and fuel outlets are excluded from the promotion. (Participating Retailer”)
<b>Website</b>	<a href="http://www.Masterfoods.com.au/competition">www.Masterfoods.com.au/competition</a>
<b>What are the Participating Products?</b>	<p>The Offer is limited to the following product (s) (“Eligible Product”) purchased from any Woolworths store in Australia (including online) which sell the Eligible Product. Note: Woolworths Metro Go and Ampol Woolworths co-branded Metro stores and fuel outlets are excluded from the promotion.</p> <p><a href="#">Masterfoods Tomato Sauce 500ml</a></p> <p><a href="#">Masterfoods Barbecue Sauce 500ml</a></p> <p><a href="#">Masterfoods Aussie Farmers Tomato Sauce 500ml</a></p> <p><a href="#">Masterfoods Reduced Salt &amp; Sugar Tomato Sauce 475ml</a></p> <p><a href="#">Masterfoods Barbecue Sauce Smokey 500ml</a></p> <p><a href="#">Masterfoods Tomato Sauce Hidden Veg 500ml</a></p> <p><a href="#">Masterfoods Barbecue Sauce Reduced Salt &amp; Sugar 475ml</a></p>

ENTRY DETAILS	
<b>How to Enter</b>	<p>To enter the instant win promotion (game of chance), consumers must, during the Promotional Period:</p> <ul style="list-style-type: none"> <li>(a) Buy, in one (1) transaction, (one) or more Participating Products from a Participating Retailer (<b>Qualifying Purchase</b>); and using a mobile or web device, visit <a href="http://www.masterfoods.com.au/competition">www.masterfoods.com.au/competition</a></li> <li>(b) and follow the prompts to the 'Instant Win' competition entry page.</li> <li>(c) Complete the entry form by including (but not limited to) name, place of purchase, suburb, receipt number, product, email and / or phone &amp; upload a receipt and submit the entry. Entrants must retain original receipt for verification.</li> <li>(d) Upon submitting their online entry, Eligible Entrants will be immediately notified via an onscreen message whether 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 and claim details. If they have not won an Instant Win Prize, they will not receive an e-mail and will be notified on screen at the time of entry.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>(a) All Instant Prize Winners are deemed provisional prize winners and may be subject to verification before being awarded a Prize. Eligible Entrants must retain original purchase receipt(s) as proof of purchase. Purchase receipt(s) must clearly specify the store/online store of purchase, that the product(s) purchased are Participating Product(s) and that the purchase was made during the Promotional Period</li> <li>(b) 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 proof of purchase can enter the promotional draw.</li> </ul>
<b>Proof of Purchase Requirements</b>	<p>Consumers must retain their original itemised receipt/s to verify each entry (<b>Proof of Purchase</b>). 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 you submitted your entry).</p>
<b>What are the Entry Limits?</b>	<p>The promotion can be entered up to one (1) times per day per person during the Promotional Period, provided that:</p> <ul style="list-style-type: none"> <li>a) each entry is based on a separate Qualifying Purchase;</li> <li>b) each Qualifying Purchase has been made in a separate transaction per person and a separate original itemised receipt has been issued; and</li> <li>c) each entry is submitted separately in accordance with these Terms and Conditions.</li> </ul>
WINNER DETERMINATION DETAILS	
<b>How are prizes awarded?</b>	<p>The Instant Win Prizes will be randomly awarded across the Promotional Period based on the InstantWinApi random computerized drawing system housed at Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York St, Sydney NSW, 2000 which will randomly determine one thousand five hundred (1,500) winning times (each a "Winning Time"). The first entry received on or after each Winning Time, will be deemed to be Instant Win Prize Winners and will provisionally be awarded with an Instant Win Prize.</p>

	There will be up to 1500 chances for winners to be determined in respect of this competition.  Provisional winners of Prizes must claim their prize as instructed by the confirmation email sent to their email address provided post receiving the outlined correspondence.  Entrants for the Instant Win are restricted to winning one (1) Prize only during the Promotional Period (except for SA residents).				
PRIZE DETAILS					
Prize Details	Type	No. Available	Details	Value	
	Instant Win Prize	1,500 (Fifteen Hundred)	Prezzee Digital Vouchers	\$50	
Total Prize Pool	The total prize pool is valued at up to \$75,000 (RRP, including GST).				
Prize Terms	As per conditions of entry. Prizes are not transferable & cannot be converted to cash.  Prezzee's <b>Digital Gift Card</b> Terms and Conditions apply. The vouchers should be treated like cash and cannot be replaced if lost, stolen, or destroyed. The full T&C's can be found at <a href="https://www.prezzee.com.au/doc/terms-of-sale/">https://www.prezzee.com.au/doc/terms-of-sale/</a>				
NOTIFICATION & PUBLICATION					
Notification of Winners	Winners will be notified instantly on screen if they are provisional winners and once verified, they will receive confirmation in writing, to the email address used upon entry within five (5) business days of determination. This notification will include instructions as to how the winner is to claim the prize and establish their entitlement to it.				
Publication Details	Confirmed and awarded prize winners will have their name and state/territory of residence published on the Website ( <a href="http://www.masterfoods.com.au/competition">www.masterfoods.com.au/competition</a> ) on 02/05/2022 for a period of twenty-eight (28) days.				
VERIFICATION & DELIVERY					
Verification Requirements	<p>Entrants and winners may be required to:</p> <ul style="list-style-type: none"><li>a) provide proof of identity, proof of age and proof of residency to verify their entry (<b>Proof of Identity</b>). Identification considered suitable for verification is at the Promoter's discretion; and</li><li>b) send their Proof of Purchase (for <u>all</u> entries submitted during the Entry Period) to the Promoter to verify that the relevant prize should be awarded.</li></ul> <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>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 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>
<b>PRIZE CLAIM DETAILS</b>	
Prize Claim Details	<p>All prizes must be accepted and claimed by 12:00pm AEST on 02/08/2022 (<b>Prize Claim Date</b>) 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>
<b>UNCLAIMED PRIZE DETAILS</b>	
Unclaimed Prize Draw Details	<p>In the event of any unclaimed instant win prize/s (unclaimed is defined as being a prize won but not claimed in accordance with the verification and prize claim processes), the Promoter will conduct an unclaimed prize draw. All valid non-winning Instant Prize entries will be automatically placed in an electronic unclaimed Draw which will take place at Unit 6, 43 Herbert Street Artarmon NSW at 02:00pm AEST on 07/08/2022. The winner/s will be notified by email and their name will be published at <a href="http://www.masterfoods.com.au/competition">www.masterfoods.com.au/competition</a> on 09/08/2022 for a period of 28 days. All prizes of the unclaimed instant win draw must be claimed by 09/11/2022. If the prize is not claimed by the Prize Claim Date, the prize will be forfeited</p> <p>If any prize remains un-won at the end of this promotion, that information will be published on the website on 11/11/2022.</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. 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. Automated entries and computer-generated entries will not be accepted. Entrants who enter using multiple phone numbers, email addresses or aliases will be disqualified.
10. 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.
11. You are responsible for all costs associated with entering this promotion, including but not limited to Internet and SMS costs.

## **Entry Content**

12. 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.
13. 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.
14. Your entry must not:
  - a. include any content which may diminish the good name and reputation of the Promoter or its products and brands;
  - b. 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;
  - c. include any content that is in violation of any law or regulation;
  - d. be fraudulent, deceptive or misleading in any way;
  - e. include any content that infringes the rights of any person;
  - f. be obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing);
  - g. 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
  - h. feature any third party products, third party trade marks, names, logos or branding.
15. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entry at any time.

16. 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**

17. Winners will be determined, notified and published as set out in the Schedule.
18. 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**

19. 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.
20. 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).
21. Once dispatched and 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.
22. If a prize is or includes gift cards/vouchers, the gift cards/vouchers are subject to any terms and conditions imposed by the gift card/voucher provider, including period of validity and treatment of unused balances.
23. If a prize is or includes tickets, the tickets are only valid for the date or period specified on the tickets or by the ticket provider, and are subject to any terms and conditions imposed by the ticket provider including but not limited to any conditions of entry into the relevant event location. You (and any companion/s if applicable) must make your own way to and from the relevant event location at your own cost. Any additional costs incurred in relation to using the tickets, including but not limited to any food/beverage costs or transfer costs are the responsibility of you and any companion/s, if applicable.
24. If the prize includes meeting a celebrity, the Promoter will not be liable in any way if that person fails to attend the relevant event on the date and time specified.

#### **Claiming prizes**

25. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.
26. 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.

#### **Instant win promotions**

27. If this promotion involves instant win tickets, such as specially marked product wrappers or scratch/game cards, winners must present their original winning instant win ticket/wrapper/scratch or game card to be eligible to claim a prize.
28. The Promoter is not responsible for late, lost, destroyed, altered, damaged or defaced tickets/wrappers/scratch or game cards. Bona fide tickets may incorporate security and/or verification measures to guard against fraud. The Promoter and the suppliers of prizes may

conduct security and/or verification checks in their absolute discretion to determine whether a ticket is bona fide.

- 29. A ticket/wrapper/scratch or game card is void if stolen, forged, mutilated or tampered with in any way or if it or any part of it fails any of the security or verification checks.
- 30. Printing errors and other quality control errors will not be used as the sole basis for refusing otherwise valid instant win prize claims. If the advertised instant win prize pool is exceeded, all valid claims for prizes will be met.

#### **General**

- 31. 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.
- 32. 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.
- 33. 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).
- 34. All entries will be the property of the Promoter and will not be returned.
- 35. 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). 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 (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, subject to the approval of the any relevant gaming authorities as required.
- 36. 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.

37. 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 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 the Unclaimed Prize Arrangements.
38. 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.
39. 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.
40. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
41. 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).
42. 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).
43. 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.
44. 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.
45. 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 personal information 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

46. 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.
47. The Promoter (Mars, we, us or our) collects your personal information via this entry form when you submit an entry to this Consumer Competition. We collect this personal information for the purposes of your entry into the Promotion. 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. 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.
48. 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. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information 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:
- 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 at <http://international.mars.com/australia/en/about-mars/contact-us>.