

**“EXTRA® KFC BBL|08 WIN A SIGNED BBL BAT & T-SHIRT ”  
PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter, Cricket Australia, Woolworths Limited and agencies associated with this promotion (including but not limited to Integer Australia, and Prime Focus) are ineligible to enter. 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 1<sup>st</sup> cousin.
4. Promotion commences at 09:00am AEDT on 02/01/2019 and final entries close at 11:59pm AEDT on 22/01/2019 (“**Promotional Period**”).
5. To be eligible to enter, individuals must have completed an eligible entry in full into the “**EXTRA® KFC BBL|08 EPIC EXPERIENCE**” **PROMOTION** (for which full terms and conditions can be found at [wrigleyextra.com.au](http://wrigleyextra.com.au)) where they will be directed to an additional promotional entry page for this promotion where they may choose to enter.
6. To enter, individuals must answer the question “What has been your highlight for this KFC BBL|08 season, and why?” in 25 words or less and submit the pre-populated online entry form in full.
7. One (1) entry per person per day.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
9. Incomplete or illegible entries will be deemed invalid.
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. The judging will take place at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, Australia on at 12:00pm (noon) AEDT on 24/01/2019. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The winners will be notified in writing and their names will be published at [wrigleyextra.com.au](http://wrigleyextra.com.au) from 25/01/2019.
12. This is a game of skill, and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question “What has been your highlight for this KFC BBL|08 season, and why?”.
13. The Promoter’s decision is final and no correspondence will be entered into.
14. The pool of entries will be sorted into eight (8) groups based on their selection of favourite Big Bash League cricket team, which the entrant would have selected when entering the **“EXTRA® KFC BBL|08 EPIC EXPERIENCE” PROMOTION**. One (1) entry will be judged as being the valid winning entry from each group (meaning there will be one (1) winner for Sydney Sixers, one (1) winner for Sydney Thunder, one (1) winner for Perth Scorchers, one (1) winner for Brisbane Heat, one (1) winner for Melbourne Stars, one (1) winner for Hobart Hurricanes, one (1) winner for Melbourne Renegades and one (1) winner for Adelaide Strikers). There will therefore be eight (8) valid winning entries, as determined by the judges. The valid winning entry in each group will win a signed BBL bat valued at AUD\$100 plus a signed BBL t-shirt valued at AUD\$100. Each signed BBL bat and BBL t-shirt will be signed by one (1) or more members of their favourite BBL team according to the group from which their entry was drawn. The team signatures on each signed BBL cricket bat or BBL t-shirt awarded will vary for each prize and the exact team and signatures will be determined by the Promoter in its absolute discretion.
15. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
16. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
17. Total prize pool value is AUD\$1,600.
18. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. Entrants consent to the Promoter and Cricket Australia using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter and Cricket Australia.

20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter or Cricket Australia, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
22. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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), Cricket Australia (including the State & Territory Cricket Associations and the Big Bash League teams) exclude 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents), Cricket Australia (including the State & Territory Cricket Associations and the Big Bash League teams) are not responsible for and exclude 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 or Cricket Australia'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 or Cricket Australia) due to any reason beyond the reasonable control of the Promoter or Cricket Australia, (including the State & Territory Cricket Associations and the Big Bash League teams); (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 a prize.
24. 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.aspx](#). 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 3<sup>rd</sup> parties.

25. If an entrant selects the option to receive information and offers from Cricket Australia at the time of entry, they understand and agree that Australian Cricket also collects their personal information, including on behalf of State or Territory Cricket Associations, including the Big Bash League teams (together, "Australian Cricket") to communicate with them, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy) or by emailing [privacy@cricket.com.au](mailto:privacy@cricket.com.au)), and that the personal information they provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how entrants may access and seek to correct their personal information or complain about a breach of their privacy, and how Cricket Australia will deal with that complaint. Australian Cricket may disclose entrant's personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so entrant's personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose entrant's personal information for direct marketing purposes, unless they opt out (which they can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if an entrant opts in to receive those offers. Entrants can request to access, update or correct any personal information Australian Cricket holds about them by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to [privacy@cricket.com.au](mailto:privacy@cricket.com.au).
26. The Promoter is 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.