

ECLIPSE® WIN EVERYDAY ESSENTIALS PROMOTION

TERMS & CONDITIONS

1. This “ECLIPSE® WIN EVERYDAY ESSENTIALS” competition (“Competition”) is conducted by Mars Australia Pty Ltd trading as Mars Wrigley Confectionery Australia (ABN 48 008 454 313) at 116 Ring Rd, Wendouree, VIC, Australia. Telephone (03) 5337 7000 (“Promoter”).
2. Information on how to enter and the prizes form part of these Terms and Conditions. Entry to the Competition constitutes acceptance of these Terms and Conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who: (i) is a resident of Australia aged 18 years or older as at the time of entry; and (ii) is not an employee of the Promoter, Woolworths supermarkets 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.
4. The promotion commences at 9am on 21/08/19 and ends at 5pm on 17/09/19 (“Promotional Period”).
5. Unless otherwise indicated, all times and dates referenced are in AEST.
6. To be eligible to enter, an Eligible Entrant must, during the Promotional Period, make a Qualifying Purchase (as defined below) from a Woolworths supermarket (excluding Caltex Woolworths co-branded Metro stores and Caltex/Woolworths co-branded fuel outlets) anywhere in Australia, including Woolworths online. A “Qualifying Purchase” is the purchase, in one (1) transaction, of any ECLIPSE® mints products from the list below (each a “Qualifying Product”).
7. The following ECLIPSE® products are Qualifying Products:
 - ECLIPSE® Mints Spearmint 40g
 - ECLIPSE® Mints Spearmint 17g
 - ECLIPSE® Mints Peppermint 40g
 - ECLIPSE® Mints Peppermint 17g
 - ECLIPSE® Mints Strawberry 40g
 - ECLIPSE® Intense Mint 40g
 - ECLIPSE® Chewy Mints Peppermint 93g
 - ECLIPSE® Chewy Mints Spearmint 93g
 - ECLIPSE® Chewy Mints Peppermint 27g
 - ECLIPSE® Chewy Mints Spearmint 27g
 - ECLIPSE® Chewy Mints Tropical 27g

- ECLIPSE® Ice Sugarfree Gum Spearmint 4pk 56g
- ECLIPSE® Ice Sugarfree Gum Peppermint 4pk 56g

- Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (regardless of how many Qualifying Products are purchased in that transaction in excess of one (1)); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of two (2) entries per person per day is permitted.
- Eligible Entrants must ensure that their entries are received by the Promoter during the Promotional Period. The Promoter takes no responsibility for, and will not compensate any Eligible Entrant for, any late or misdirected entry or for any delays or failures in any telecommunications service or equipment.
- Eligible Entrants must retain their original Woolworths purchase receipt(s) (which clearly specifies the store of purchase and that the purchase was made during the Promotional Period but prior to entry) for all entries submitted during the Promotional Period as the only accepted proof of purchase ("Proof of Purchase"). Failure to produce the Proof of Purchase on request may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible Entrant's entries and forfeiture of any right to a prize.
- Eligible Entrants and provisional winners may be required to:
 - 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
 - provide Proof of Purchase (for all entries submitted during the Promotion Period), to verify that the relevant prize should be awarded.

If, in the opinion of the Promoter, Proof of Purchase has been shared between any Eligible Entrants, those Eligible Entrants' entries may be deemed invalid and they will lose any right to a prize. 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 all entries at the Promoter's discretion, unless Proof of Identity and original Proof of Purchase (for all entries submitted during the Promotion Period) are produced on request. If an Eligible 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. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant. The Promoter's decisions are final and no correspondence will be entered into.
- The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible 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 Competition. 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.

13. All entries into the Competition may be subject to verification by the Promoter. The Promoter may in its sole discretion, reimburse an Eligible Entrant for any reasonable costs incurred in complying with the following points of this condition:

(i) An Eligible Entrant MUST, within seven (7) days of being asked, deliver to the Promoter (by a means reasonably determined by the Promoter) all of the items which condition 10 requires the Eligible Entrant to retain and which are requested by the Promoter; and

(ii) An Eligible Entrant MUST also deliver to the Promoter (by a means reasonably determined by the Promoter) copies of any other documents the Promoter may request establishing eligibility to enter and/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 Eligible Entrant must deliver requested copies within seven (7) days of being asked to do so.

14. The Promoter may, at its absolute discretion, declare any or all entries made by an Eligible Entrant invalid if the Eligible 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 conditions 10 or 13 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 incomplete, inaccurate, erroneous, ineligible, offensive, misleading, inappropriate or incomprehensible, or otherwise is not in accordance with these Terms and Conditions.

15. An entry by more than one (1) person (i.e. a joint entry) is invalid.

COMPETITION ENTRY

16. To submit an entry an Eligible Entrant must, during the Promotional Period, visit www.eclipsemints.com.au ("Competition Website") and follow the directions to the entry page. For each entry, the Eligible Entrant must provide:

(i) the last 6 digits of the barcodes on the pack of the one (1) Qualifying Product being used to enter;

(ii) a photo / copy of their original Woolworths receipt for the Qualifying Purchase; and

(iii) all other details required at the Competition Website, including the Eligible Entrant's first and last name, postal address, contact telephone number and valid e-mail address.

17. 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.
18. Eligible Entrants must submit 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.
19. Incomplete and/or indecipherable entries will be deemed invalid.

PRIZE DRAWS AND PRIZES

20. A random electronic prize draw will be conducted at 12pm (noon) on 19/09/19 at Prime Focus, Level 1, 500 Chapel Street South Yarra VIC 3141 ("Draw Location") from all valid entries received during the Promotional Period to award the prizes ("Prize Draw"). There are five hundred and ninety five (595) prizes to be won. The first forty five (45) valid entries drawn will win a pair of BOSE® SoundSport® Wireless In-Ear Headphones valued at \$229.00 each. The next fifty (50) valid entries drawn will win a pair of Ray-Ban® Clubmaster Classic Sunglasses (black frame, non-polarised green lenses) valued at \$205.00 each. The next five hundred (500) valid entries drawn will win a Frank Green® 12oz/340mL Reusable Cup valued at \$34.99 each.
21. The total prize pool value is \$38,050.00.
22. 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, subject to any written directions from a regulatory authority.
23. If less than five hundred and ninety five (595) valid entries are received, all valid entrants in the Prize Draw will receive a prize and the remaining prizes will not be awarded.
24. Prizes are not transferable or exchangeable and cannot be taken as cash.
25. Colours of the Frank Green® Resuable Cup and the Bose® Headphones will be determined by the Promoter in its sole discretion.
26. All prizes will be covered by warranty and Winners will receive all warranty information required when their prize is sent to them.
27. In the event of war, terrorism, state of emergency, disaster or other circumstances beyond the reasonable control of the Promoter, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
28. All prize winners will be notified in writing within two (2) business days of the Prize Draw via the email address provided at the time of entry. Winners' names will be published on the Competition Website from 27/09/19.

29. Drawn Eligible Entrants will only be deemed a winner once their entry has been verified by the Promoter.
30. All Prizes will be mailed by tracked postage to the winner's postal address that they provided at the time of entry. The Promoter takes no responsibility for an incorrect postal 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.

Unclaimed Prize Draws

31. Prizes must be claimed by 5pm AEDT on 19/12/19. A draw for any unclaimed Prizes will take place at 12pm (noon) AEDT on 20/12/19 at the same place as the original draw, subject to any written directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the relevant draw via the email address provided at the time of entry and their names will be published on the Competition Website from 27/12/19. All reasonable attempts will be made to contact any winners.

GENERAL

32. Eligible Entrants may win a limit of one (1) Prize, and households may win a limit of four (4) Prizes, excluding SA residents.
33. 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, in its sole discretion, to the fullest extent permitted by law, to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
34. 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 Eligible 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.
35. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS COMPETITION, 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.

36. All of the Promoter's decisions are final and no correspondence will be entered into.
37. The Promoter accepts no responsibility for any tax liability incurred as a result of an Eligible Entrant participating in the Competition. Eligible Entrants should obtain independent tax and financial advice.
38. 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 Terms and Conditions is intended to exclude, restrict or modify an Australian Eligible Entrant's rights under the *Competition and Consumer Act 2010*.
39. If any provision of these Terms & Conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
40. 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.

The Promoter (**Mars, we, us** or **our**) collects your personal information via the entry form when you submit an entry into this Competition.

We collect this personal information for the purposes of your entry into the Competition, and to send you marketing communications about our brands, products and/or services. 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.

We may disclose your personal information to our family of companies and to our vendors or service providers that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. These companies may be based overseas, including in Hong Kong, Singapore and the United States. We require these companies to comply with the Australian privacy laws that apply to your personal information.

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 Competition and may not be able to receive communications about our brands, products and services which may be of interest to you.

Our privacy policy can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> and contains information about:

- How you may access the personal information that is held by us and seek correction of such information; and
- 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.

41. If you need to contact us, or have any questions, please use the online contact form or the other contact details at <http://www.mars.com/australia/en/about-mars/contact-us.aspx>

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