

## “EXTRA® DATING CP” 2020 PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and details of the prizes 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, Uber Australia Pty Ltd and its affiliates, and agencies associated with this promotion (including but not limited to Integer Australia, and Blackhawk Network) 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 9:00am AEST 2 September 2020 and final entries close at 5:00pm AEDST 31 October 2020 (“**Promotional Period**”).
5. To be eligible to enter, individuals must purchase a specially marked pack or bottle of EXTRA® chewing gum from any retailer that stocks specially marked packs or bottles of EXTRA® chewing gum in Australia during the Promotional Period (“**Eligible Purchase**”). Entry is subject to the limits outlined in Clause 6.
6. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per person per day, following the steps for valid entry outlined in clause 7; (b) Entrants found to have submitted fraudulent entries including, without limitation, by way of multiple email addresses and/or IP addresses and/or multiple residence addresses of close similarity and/or multiple names of close similarity will be deemed invalid; (c) only one (1) Unique Code per entry is permitted. The same Unique Code cannot be used more than once; (d) unrecognised codes will be deemed invalid; and (e) each entry must be submitted separately in accordance to the entry requirements.
7. To enter, entrants must then undertake the following steps during the Promotional Period:
  - Visit [www.wrigleyextra.com.au](http://www.wrigleyextra.com.au) or using their mobile device and the QR Code Application, scan the QR Code logo featured on the specially marked pack/bottle of EXTRA® chewing gum and be directed to the website;
  - Follow the prompts to the promotion entry page;
  - Input the requested details including their full name, email address, their full residential address, contact phone number and indicate if they are male or female and then the Unique Code found on the inside of the specially marked EXTRA® chewing gum pack/bottle (“**Unique Code**”);
  - Check the boxes confirming that the entrant:
    - a) Is an Australian resident aged 18 years or over and that neither themselves nor their family members are an employee of the

Promoter, Uber Australia, Integer Australia, Blackhawk Network or any other agency associated with this promotion;

b) Agrees to these Terms and Conditions and agrees that if any of the above requirements are not met, that the entrant's entry can be subject to invalidation.

c) Agrees:

- i. they will only enter a maximum of one (1) entry for each eligible product purchased;
- ii. they will only enter once per day;
- iii. they will take a photograph of their product packaging, clearly showing its Unique Code which was used for entry and ensure the photograph is clearly taken outside of a retail environment in an outdoor setting;
- iv. they will safely store this photo until **14 November 2020** (14 working days after the last date of the Promotional Period); and
- v. they understand that this promotion is heavily monitored against fraudulent activity and that if the entrant is found to have submitted fraudulent entries using multiple email addresses and/or IP addresses and/or multiple residence addresses of close similarity and/or multiple names of close similarity, that all of their entries will automatically be deemed invalid.

- Enter the security Captcha; and
- Submit the fully completed entry form.

8. As proof of purchase for every entry made, it is mandatory that entrants take and retain a photograph of the EXTRA® chewing gum product packaging with the Unique Code used to enter. This photograph must be clearly taken outside of a retail environment in an outdoor setting showing the EXTRA® product packaging clearly open and displaying the promotional Unique Code which was used for entry. Failure to produce the required proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.

Entrants that submit a valid entry will be notified instantly onscreen if they are a provisional winner ("**Provisional Winner**"). All valid entries received from non-winners of a prize will automatically be placed in the 2<sup>nd</sup> chance draw for any unclaimed prizes.

### **Prizes**

9. There will be a total of **3500** instant prizes to be won during the Promotional Period. Winning times are allocated via a computerised system held at Prime Focus L1, 534 Church Street, Cremorne, VIC 3121, Australia. The first valid entry received on or after each winning time will win that prize. Entrants will be notified instantly onscreen as to whether or not they are a Provisional Winner.

10. Provisional Winners' names will be published online at [www.wrigleyextra.com.au](http://www.wrigleyextra.com.au) every Wednesday during the Promotional Period

with the first publication date being Wednesday, 09/09/2020 and the last publication date being Wednesday, 04/11/2020. Provisional Winners will only be confirmed as an instant winner upon verification of their entry. If a Provisional Winner is found not to be an eligible entrant, or their entry is deemed invalid under these conditions, the prize will be awarded in the 2<sup>nd</sup> chance draw for any unclaimed prizes.

11. Prizes include:

Prizes	RRP	Quantity	Total RRP
\$10 Uber Credit	\$10	2000	\$20,000
\$20 Uber Credit	\$20	1000	\$20,000
\$50 Uber Credit	\$50	400	\$20,000
\$100 Uber Credit	\$100	100	\$10,000

**General**

12. The Promoter's decision is final, and no correspondence will be entered into.
13. Once a Provisional Winner has been validated they will be sent an Uber gift card to the email address or mobile number supplied at time of entry to the value of the Prize won.
14. Uber gift cards are subject to their own terms and conditions. For full terms and conditions visit [uber.com/legal/gift-cards/en-au](https://uber.com/legal/gift-cards/en-au). Any ancillary costs associated with redeeming the Uber gift card are not included. Any unused balance of the Uber gift card will not be awarded as cash.
15. 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.
16. Incomplete or illegible entries will be deemed invalid.
17. A maximum of two (2) prizes are permitted per person (excluding SA residents).
18. 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.
19. Subject to the 2<sup>nd</sup> chance draw for any unclaimed prizes, if for any reason a winner does not take a prize, then the prize will be forfeited.

20. 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.
21. Total prize pool value is AUD\$70,000 (incl. GST).
22. Prizes are not transferable or exchangeable and cannot be taken as cash.
23. A draw for any prizes that have been won but unclaimed will take place at 11:00am AEDT on 1 February 2021 at Prime Focus L1, 534 Church Street, Cremorne, VIC 3121, Australia, subject to any directions from a regulatory authority. Only entries that have not won a prize already will be entered into the relevant 2<sup>nd</sup> chance draw. Winners (if any) will be notified in writing within two (2) business days of the draw. Winners' names will be published online at [www.wrigleyextra.com.au](http://www.wrigleyextra.com.au) from Wednesday, 3 February 2021.
24. Entrants consent to the Promoter 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.
25. 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, 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.
26. 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.
27. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any prizes that are part of the advertised total prize pool, that remain un-won, will be awarded in the 2<sup>nd</sup> chance draw for any unclaimed prizes. Online instant win game materials are void if stolen, forged, mutilated or tampered with in any way.
28. 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, as well as any other implied warranties under the ASIC Act 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) excludes 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.

29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 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) due to any reason beyond the reasonable control of the Promoter; (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.
30. 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 or New Zealand 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 3<sup>rd</sup> parties.
31. 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, telephone +61 2 9847 9111.

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