

Maltesers Digital Movie Offer

Terms and Conditions

Who is running the offer?	The Promoter is Mars Australia Pty Ltd (ABN 48 008 454 313) trading as Mars Chocolate Australia, Ring Road, Wendouree VIC 3355. Phone: 1800 245 455.
When will the offer start and end?	The offer starts at 12.01am (AEST) on 17/07/17 and ends at 11.59pm (AEDT) on 16/01/18 or while stocks of gifts last (the Offer Period). Claims submitted or attempted after 11.59pm (AEDT) on 16/01/18 will not be accepted.
Who can enter?	Australian residents aged 13 or over can make a Qualifying Purchase, however if you are aged 13-17, your parent or guardian must submit the gift claim on your behalf (and will be considered a claimant for the purpose of these Terms and Conditions). A Google Play account is required in order to claim the gift.
Who can't enter?	Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies associated with this offer, and their immediate families, can't claim.
Do I need to buy anything to enter?	Yes. During the Offer Period, you need to buy any two specially marked M&M'S® and/or Maltesers® products (each of which will contain a unique code inside the pack) from a retailer in Australia (Qualifying Purchase). For the avoidance of doubt, the two Qualifying Purchase products: (a) do not need to be made in one transaction; (b) can be purchased from an online retailer in Australia; and (c) the Qualifying Purchase can be one M&M'S product and one Maltesers product. Claimants must retain a clear copy of their original receipt(s) and the original specially marked packaging as proof of a valid Qualifying Purchase.
Entry and claim instructions	After you have made a Qualifying Purchase, you (or, if you are aged 13-17, your parent or guardian) must, <u>during the Offer Period</u> : (a) be one of the first 272 people per day of the Offer Period to lodge a valid claim on www.maltesers.com.au (Website) by filling out and submitting the online claim form, including by providing the unique code printed inside each pack all other requested information; and (b) after being confirmed as a successful claimant, log into (or create, for free) your Google Play account as directed. Your Google Play account will then be credited with your gift of 1 x digital movie as selected valued at up to \$12.99 RRP (Gift). You must follow the instructions specified in order to claim and select the

	digital movie you would like to receive from the 20 specified titles available.
Gift allocation	<p>There are 272 Gifts available per day (being 24 hour intervals) during the Offer Period (Daily Gift Allocation), with up to 50,084 Gifts available in total throughout the Offer Period. The first 272 valid claims received by the Promoter on each day of the Offer Period will each receive a gift. If the Daily Gift Allocation has been exhausted at the time you submit your claim, the Website will prompt you to return on the next day of the Offer Period to re-enter your unique code (except on the final day of the Offer Period) for another opportunity to claim a gift, in accordance with the "Entry and Claim instructions" above.</p> <p>If the Daily Gift Allocation is not exhausted on a particular day during the Offer Period, the Promoter may, in its sole discretion, increase the Daily Gift Allocation for subsequent day(s) during the Offer Period. In no circumstances will the Promoter reduce the number of gifts available to claim below the Daily Gift Allocation.</p> <p>Unclaimed gifts remaining at the close of the Offer Period (if any) will be distributed by the Promoter in its sole discretion.</p>
Gifts	<p>Each gift is 1 x digital movie from the 20 specified titles available valued at up to \$12.99 RRP.</p> <p>Gifts must be claimed during the Offer Period.</p> <p>You will need a device and internet connection capable of supporting Google Play to claim your movie. All such associated costs are your responsibility. By claiming the Gift, you accept that you are providing your personal information to Google Play and are bound by Google Play's terms and conditions, which can be found at https://play.google.com/intl/en_au/about/play-terms.html and Google Privacy Policy, which can be found at https://www.google.com/intl/en/policies/privacy/. For more information see the Content Promotion Terms at https://play.google.com/intl/en_us/about/promo-terms.html.</p> <p>Google Play's terms and conditions may require claimants to provide valid credit card details at the time of claiming a gift. However, by claiming a gift in this Promotion, claimants will not incur any pre-authorisation or subscription fees.</p> <p>Google Play requires a Wi-Fi or mobile data connection.</p> <p>Gifts can be <u>streamed</u> from any device (including Android, iOS, Chromebooks, PCs, Macs and other computers) with a Wi-Fi or mobile data connection and Google Play account. Gifts can only be <u>downloaded</u> on Android, iOS devices and Chromebooks.</p> <p>For the avoidance of doubt, "downloaded" means that claimants can access the Gift at a later time without a Wi-Fi or mobile data connection.</p> <p>Gifts are HD quality. However, claimants have the option to select SD quality when claiming the Gift.</p> <p>Gifts can be watched through the Google Play website (https://play.google.com), through the Google Play app or via YouTube.</p> <p>Available movie titles are set out below:</p> <ul style="list-style-type: none"> • Night at the Museum: Secret of the Tomb

	<ul style="list-style-type: none"> • The Fault In Our Stars • The Book Thief • Spy • The Longest Ride • Gone Girl • The Other Woman • Fantastic Mr Fox • Taken 3 • The Grand Budapest Hotel • The Internship • This Means War • Life of Pi • Braveheart • Borat • Moulin Rouge! • Mr Peabody and Sherman • Turbo (2013) • Shrek • Rise of the Guardians
Total gift pool	The total value of the gift pool is up to \$650,591.16.
How many times can I claim?	Multiple claims are permitted but you can only use each unique code once and each claim must be submitted separately in accordance with these Terms and Conditions.
How and when will successful claimants be informed?	If you are a successful claimant, you will be informed in writing on screen at the time of submitting your claim form.
Permit numbers	Authorised under NSW Permit No. LTPS/17/12163 and SA Licence No. T17/306.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to claim forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions. Use of, Google Play is subject to the terms and conditions which apply to Google Play available at https://play.google.com/intl/en_au/about/play-terms.html.

Your claim

- 2 Your valid claim must be received during the Offer Period. Your claim is deemed to be received only when received by the Promoter's database. You will receive a return online message confirming whether your claim is successful. The Promoter is not liable for any problems with communications networks or lines, computer systems, software or internet service providers, congestion on any carrier network. You are responsible for your own costs associated with entering the Promotion and claiming a gift. If you claim using automatically generated claims, a competition entry service, or multiple aliases you may be disqualified.

General

- 3 If you are a successful claimant, you agree to take part in all publicity, photography and other promotional activity as the Promoter reasonably requires, without any compensation. You consent to the Promoter using your name, voice and image in any promotional or advertising activity (including any photograph, film and/or recording of them) in any media at any time without remuneration for the purpose of promoting this Promotion.
 - 4 If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim (or at the Promoter's discretion, all of your claims) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your claims (including documentation establishing your identity, age, place of residence and proof of purchase). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
 - 5 You must not:
 - (a) tamper with the claim process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
 - 6 The Promoter is not liable for claims or correspondence that are late, misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
 - 7 The Promoter's decision in connection with all aspects of this offer is final. No correspondence will be entered into.
 - 8 Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts (and elements of gifts) must be taken as and when specified, or will be forfeited with no replacement. The gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in gift value. You agree that if a gift (or element of a gift) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
 - 9 Quality control errors, including printing errors, outside the Promoter's control will not invalidate an otherwise valid claim.
 - 10 If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the offer or disqualify affected claims/claimants, subject to any necessary approval by the state/territory gaming authorities.
 - 11 The Promoter is not responsible for any tax implications arising from you receiving a gift. You should seek independent financial advice. If for GST purposes this offer results in any supply being made for non-monetary consideration, you must 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.
 - 12 If any provision of these Terms and Conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
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Liability

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this offer or any gift, except for any liability which under statute cannot be excluded.
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gifts to the extent caused by the acts or omissions of third parties.
- 16 The Promoter may communicate or advertise this offer using Facebook or Instagram. However, the offer is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

Collection and use of your personal information

- 17 The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct this Promotion. If the Promoter does not collect the personal information you have provided in the claim form, you may not be able to submit a valid entry into the Promotion. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia including in places such as Hong Kong, Singapore and the US. If you have marked the “opt-in” box on the claim form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. The Promoter’s Privacy Policy (see <http://www.mars.com/global/policies/privacy/pp-australia-en>) includes information about:
 - (i) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
 - (ii) how to complain about a privacy breach and how the Promoter will deal with such a complaint.
 - 18 If you have any questions, please use the online contact form or the other contact details on our [Contact Page](#).
 - 19 Successful claimants must also agree to Google Play's Privacy Policy available at Google Privacy Policy, which can be found at <https://www.google.com/intl/en/policies/privacy/>.
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