

## **“SKITTLES WIN AN XBOX DAILY 2018” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and details of the prize 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 15 years or over.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent if the minor is a provisional winner or a 2<sup>nd</sup> chance draw winner.
4. Employees (and their immediate families) of the Promoter, participating retailers 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.
5. Promotion commences at 09:00am on 16/07/2018 and final entries close at 5:00pm on 07/10/2018 (“Promotional Period”). Promotion times are AEST and/or AEDT (as the case requires).
6. To be eligible to enter, individuals must purchase any Skittles product from any supermarket/retailer nationally (that stocks Skittles products) during the Promotional Period (“Participating Product/s”).
7. To enter, entrants must undertake the following steps during the Promotional Period:
  - Visit [www.skittlesplay.com](http://www.skittlesplay.com);
  - Follow the prompts to the promotion entry page;
  - Input the requested details including their full name, valid email address, postal address, contact phone number, date of birth, and the last six (6) digits of the barcode on the Participating Product;
  - Check the boxes confirming that the entrant:
    - (a) Agrees to cut-out and keep all the SKITTLES® product barcodes used for every promotional entry made;
    - (b) Has provided correct details and is an Australian resident aged 15 years or over and that neither themselves or their family members are an employee of the Promoter, Integer Australia or Prime Focus; and
    - (c) Agrees to these Terms and Conditions and the Promoter’s Privacy Policy;

- (d) Understands that if they have entered more than once with the same packaging barcode cut-out, that their entry will be invalid; and then
  - Enter the security Captcha; and
  - Submit the fully completed online entry form.

Entrants will be notified instantly online if they are a 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**

8. There will be one (1) prize available to be won each day of the Promotional Period between 09:00am AEST on 16/07/2018 and 5:00pm AEDST on 07/10/2018. There will be a total of eighty-four (84) prizes. The Promoter will use a computer drawing system to randomly determine one (1) time each day during the Promotional Period (**the “Winning Time”**). The first entry, received on or after the Winning Time on each day, will be the provisional winner of that prize. If the prize for a particular day is not won (i.e. there are no entries received on that day on or after the Winning Time), the prize for that day will be allocated to the 2<sup>nd</sup> chance draw.
9. If an entrant is deemed a provisional winner in accordance with clause 8 above, they will receive an instant notification upon submitting their entry (“Provisional Winner”). All Provisional Winners’ names will be published weekly (within 7 days) online at [www.skittlesplay.com](http://www.skittlesplay.com), with the first publication date commencing from 23/07/2018. Provisional Winners will only be confirmed as verified winners upon authentication of their entry (entrants must have and keep a cut out the barcode from each Participating Product per entry. Unopened Participating Products will not be accepted).
10. Prizes: Each prize is an Xbox One S console valued at AUD\$399.00.

## **General**

11. The Promoter’s decision is final and no correspondence will be entered into.
12. 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.
13. Incomplete or illegible entries will be deemed invalid.

14. Multiple entries are permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements; and (b) a maximum of one (1) entry per person per day is permitted. Entrants found to have submitted fraudulent entries including, without limitation, by way of multiple email addresses and/or IP and/or multiple residence addresses of close similarity and/or multiple names of close similarity will be deemed invalid.
15. Limit of one (1) prize permitted per household (excluding SA residents).
16. Entrants must cut out and retain the original barcode from the Participating Product packaging, for each entry made. All cut out barcode(s) packaging is to be clearly shown for all entries as proof of purchase. Failure to produce the original required barcode(s) 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. In the event the Promoter requests to see an entrant's Participating Product packaging, the Promoter will provide appropriate mailing instructions to the entrant. The entrant will then be required (at no cost to the entrant) to produce the required original Participating Product packaging (or cut outs) clearly showing the barcode(s) for all entries as proof of purchase.
17. 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.
18. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
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\$33,516. Prizes are not transferable or exchangeable and cannot be taken as cash.
22. A 2<sup>nd</sup> chance draw for any unclaimed prizes will take place at 11:00am AEDST on 11/01/2019 at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141, subject to any directions from a regulatory authority. Only entries that have not won a prize already will be entered into the 2<sup>nd</sup> chance draw. Winners (if any) will be notified in writing within two (2) business days of the draw and their names will be published online at [www.skittlesplay.com](http://www.skittlesplay.com) from 18/01/2019.
23. 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.

24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.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.
30. The Promoter is The Wrigley Company Pty Ltd (ABN 85 000 008 560) of 48 Michigan Avenue, Asquith, NSW 2077. Telephone: 02 9847 9111.

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