

## MARS PROMOTION

### MARS GRAND CATCH

#### 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. The promoter is Mars Australia Pty Ltd, ABN 48 008 454 313, trading as Mars Chocolate Australia of Ring Road, Wendouree, VIC 3355, Telephone: 03 5337 7000 ("**Promoter**").
3. An "Eligible Entrant" is an individual who is: (i) in attendance at a Melbourne Renegades home game at Marvel Stadium, Docklands Victoria and GMHBA Stadium, Geelong Victoria between [Thursday 19 December 2019] and [Monday 27 January 2020]; (ii) located in a ticketed seat or standing area on the ground level of the stadium only (iii) not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iiii) not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee (v) over 18 years of age ("**Eligible Entrant**").
4. Prior to the commencement of the match, the Promoter, in conjunction with the Melbourne Renegades, will use the stadium PA system to announce the key details of the promotion and how Eligible Entrants can win.
5. At each of the Participating Matches, Eligible Entrants who successfully catch a six hit by a Melbourne Renegades player, will win \$1,000 (AUD) cash. To be deemed a successful catch, the ball must be caught by the fan having not made contact with any person or object prior to the fan taking the catch (i.e. a stadium seat or grandstand), nor can any person or object make contact with the ball during the process of taking the catch (in the case of a juggling catch). For the avoidance of doubt, if any person or object, other than the fan aiming to successfully take a catch, makes contact with the ball, the catch will be deemed unsuccessful.
6. The winners will be identified throughout the game by staff or representatives of the Promoter located around the stadium (spotters).
7. Winning Eligible Entrants will be required to provide their contact details to the Promoter as reasonably requested. Winning Eligible Entrants will be contacted by the Promoter within three (3) business days after each match to arrange payment.

#### PRIZES

8. The prize for the competition is AUD\$1,000 per winner (**prize**) with no limit to the number of winners per match. All Eligible Entrants who catch a six hit from the bat of a Melbourne Renegades player will win AUD\$1,000.

#### GENERAL

9. The Promoter 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 or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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.
10. If any attendees are deemed by the Promoter to be ineligible in accordance with these Terms and Conditions, the Promoter may deem the catch ineligible for the prize.

11. Eligible Entrants must conduct themselves at all times in a safe and appropriate manner. The Promoter may disqualify any eligible entrant if it determines in its sole discretion that the entrant has acted in an unsafe or inappropriate manner in order to win the promotion.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Entrants consent to the Promoter using their name, likeness, image and/or voice (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.
14. 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, weather conditions, 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
15. 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.
16. 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 variation in Prize value to that stated in these Terms and Conditions; (d) if a Participating Match is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of a Prize.
17. Winning Eligible Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the promotion and publicise its winner(s) and, if an entrant consents, may be used to market its products to the entrant. The personal information of each winner may be provided to others assisting in the conduct of the promotion, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. Persons may contact the Promoter by post at the address stated in paragraph 2 to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize. The Promoters privacy terms and conditions are available at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx>