

Mars Petcare's 'Consumer Promotion \$5,000 Giveaway' Competition – May/June (MP Promotion)

Terms and Conditions

1. The promoter of this promotion is Impeach Pty Ltd ACN 008 143 959 as trustee for the Foodland Promotions Unit Trust ABN 85 528 Da062 001) of 191 Flinders Street Adelaide SA 5000 ("**Promoter**").
2. Information on how to enter the promotion and prize forms part of these Terms and Conditions. Entry into the promotion is deemed acceptance of these Terms and Conditions.
3. Entry is open to all residents of South Australia aged 18 years and over who satisfy the entry requirements as stated in clauses 4 and 5. The officers, management, and employees (or immediate family of an officer, manager, or employee) of the Promoter, a Foodland retailer(s) associated with this promotion and their officers, management and employees (or immediate family member of such person)and their related bodies corporate are not eligible to enter.

How to Enter

4. The Promotion commences at 12:01 AM ACST on Wednesday, 29th May 2024 and closes at 11:59 PM ACST on Tuesday, 25th June 2024 ("**Promotional Period**").
5. To enter, customers must during the Promotional Period:
 - a. Spend a minimum of \$20.00 (including GST) in any one transaction on any qualifying Mars Petcare branded product(s) from any Foodland branded store located in South Australia (**Eligible Purchase**); and
 - b. Complete the entry form available on the Foodland SA website www.foodlandsa.com.au. A copy of the original receipt must be attached to each entry.

For the purposes of this promotion, qualifying Mars Petcare branded products are any products from the

- c. Pedigree, My Dog, Chum, Optimum, Whiskas, Dine, Temptations, Schmackos and Greenies range.
6. Entrants must keep the original receipt for all entries as proof of purchase. The Prize Winner must show the original receipt to the Promoter in order to collect the prize.

Prize Draw

7. The total prize pool for the MP Promotion is \$5,000.00 (**Prize**), with one entrant to be drawn to win a \$5,000.00 cash prize (**Prize Winner**).
8. The Prize Winner will be drawn at the Promoters Head Office, 191 Flinders Street, Adelaide SA 5000, at 2.00pm ACST on Monday, 8th July 2024 (**Prize Draw**).
9. The Prize Winner will be notified by phone and email by close of business on Tuesday, 9th July 2024 and their name will be published on the Foodland SA website for at least 7 days following the draw.
10. The Prize Winner must collect the prize within 14 days of the Prize Draw from the Promoters Head Office. The Promoter may, in its sole and absolute discretion elect to deliver the prize to an address or place nominated the Prize Winner, provided the Prize Winner has complied with clause 6 of these Terms and Conditions.
11. If the prize has not been claimed by Wednesday, 7th August 2024 is unclaimed, the Promoter will conduct an unclaimed prize draw at the Promoter's Head Office on Friday, 9th August

2024. All entries received during the Promotional Period will be entered into the unclaimed prize draw.

12. In the event of an unclaimed prize draw, the winner of this draw will be notified by phone and email and announced on the Foodland website.

General

13. The Promoter may, in its absolute discretion, refer to the Prize Winner in any marketing material relating to the MP Promotion, and the Prize Winner (or unclaimed prize winner in the event of an unclaimed prize draw) must make themselves available for any marketing requirements of the Promoter, for example photo opportunities for a social media post. The Promoter is not liable for any costs the Prize Winner may incur or any loss suffered by the Prize Winner in complying with the marketing requirements of the Promoter.
14. No responsibility will be accepted for late, lost, incomplete or misdirected entries and an entry is deemed to be received at the time it is received in the Promoter's database and not at the time of transmission by the entrant.
15. Any entry that does not meet the entry requirements as per clause 4 will be deemed invalid and not counted as a valid entry. Only one entry per Eligible Purchase is permitted (see term 4), however multiple entries are permitted during the Promotional Period. A separate entry must be made in relation to each Eligible Purchase, and must be submitted separately and in accordance with the entry requirements of clause 4.
16. Failure to produce any purchase receipt when requested may in the absolute discretion of the Promoter, result in invalidation of a participant's entry and forfeits any right to the prize. The Promoter reserves the right to verify the validity of entries.
17. The determination of the Prize Winner by the Promoter is final and no correspondence will be entered into.
18. All entries remain the property of the Promoter. The Promoter collects entrants' personal information in order to conduct the promotion in line with the Promoter's [Privacy Policy](#), a copy of which can be accessed on the Foodland SA website or by contacting the Promoter. If the information requested is not provided, the entrant may not participate in the promotion.
19. By entering the promotion the entrant agrees that the Promoter may use the information collected via the entry form to contact the entrant for future promotional, marketing and publicity purposes. An entrant may notify the Promoter at any time that it no longer wishes for its information to be used by the Promoter for direct marketing purposes (or any other purpose), in accordance with the Promoter's Privacy Policy.
20. Entrants' personal information may be disclosed to the Liquor and Gambling Commissioner and the Prize Winner's name will be published as required under the *Lotteries Act 2019* (SA). A request to access, update or correct any information, as well as to opt out of receipt of direct marketing material, must be directed to the Promoter.
21. The Promoter and its officers, employees and agents will not be liable for any damage or loss (including but not limited to, indirect or consequential loss) arising from personal injury or death or loss of, or damage to property which is suffered or sustained in connection with the promotion or any prize, except to the extent that liability cannot be excluded by law.
22. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of or in connection with this promotion if the

deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation technical malfunctions or failures.

23. The Promoter is not responsible for any technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems, or traffic congestion on the Internet or at any web site, or any combination thereof, or any other technical failures, including any injury or damage to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this promotion.
24. If for any reason this promotion is not capable of running as planned in any respect due to any cause beyond the reasonable control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, postpone or amend the promotion subject to compliance with the *Lotteries Act 2019 (SA)*.
25. 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 conditions or engaged in any unlawful or other misconduct which jeopardises or may jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such a person is reserved.