

# What's Cooking Australia Promotion

## CONDITIONS

### PARTICIPATION

1. The What's Cooking Australia monthly competition ("Competition") is conducted by Mars Australia Pty Ltd, ABN 48 008 454 313, trading as Mars Food Australia, of 4 Corella Close, Wyong NSW Australia 2259 ("Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry: (i) is a resident of Australia; (ii) is a member of the Mars What's Cooking Australia Community ("Member") with a valid email address; (iii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iv) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. Competition entry is open during 12 separate Entry Periods:
  - (i) **Entry Period 1:** entry is open from 00:00 on 15/3/2018 to 23:59 on 31/3/2018.
  - (ii) **Entry Period 2:** entry is open from 00:00 on 1/4/2018 to 23:59 on 30/4/2018.
  - (iii) **Entry Period 3:** entry is open from 00:00 on 1/5/2018 to 23:59 on 31/5/2018.
  - (iv) **Entry Period 4:** entry is open from 00:00 on 1/6/2018 to 23:59 on 30/6/2018.
  - (v) **Entry Period 5:** entry is open from 00:00 on 1/7/2018 to 23:59 on 31/7/2018.
  - (vi) **Entry Period 6:** entry is open from 00:00 on 1/8/2018 to 23:59 on 31/8/2018.
  - (vii) **Entry Period 7:** entry is open from 00:00 on 1/9/2018 to 23:59 on 30/9/2018.
  - (viii) **Entry Period 8:** entry is open from 00:00 on 1/10/2018 to 23:59 on 31/10/2018.
  - (ix) **Entry Period 9:** entry is open from 00:00 on 1/11/2018 to 23:59 on 30/11/2018.
  - (x) **Entry Period 10:** entry is open from 00:00 on 1/12/2018 to 23:59 on 31/12/2018.
  - (xi) **Entry Period 11:** entry is open from 00:00 on 1/1/2019 to 23:59 on 31/1/2019.
  - (xii) **Entry Period 12:** entry is open from 00:00 on 1/2/2019 to 23:59 on 28/2/2019.

All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

## ENTRY

5. An Eligible Entrant may be allocated entries into the Competition as follows:
  - (i) One entry into the Competition will be allocated to an Eligible Entrant for EACH Member Survey that he/she completes during an Entry Period. (A Member Survey cannot be completed more than once by the same Eligible Entrant during the Competition); and
  - (ii) One entry into the Competition will be allocated to an Eligible Entrant for each Member Forum that he/she participates in during an Entry Period.  
  
For the purposes of these conditions an Eligible Entrant participates in a Member Forum if: (i) at least two comments in that Member Forum are received during an Entry Period; and (iii) none of the posted comments contravenes the rules of that Forum, including in relation to inappropriate content.
6. To complete a Member Survey or participate in a Member Forum, an entrant must:
  - (i) use a compatible browser to visit [www.whatscookingaustralia.com.au](http://www.whatscookingaustralia.com.au) ("Competition Website");
  - (ii) log in as a Member; and
  - (iii) follow the directions there to complete a Member survey ("Member Survey") or participate in the Member Forum.
7. All entrants must ensure that: (i) their Survey answers (if any) are received by the Promoter during an Entry Period; and (ii) at least two comments in the same Member Forum (if he/she submits any comments) are received during an Entry Period. The Promoter takes no responsibility for any late or misdirected Survey answers, or Member Forum comments, or for any delays or failures in any telecommunications service or equipment.
8. All entries to the Competition may be subject to verification by the Promoter. The Promoter will reimburse an entrant for any reasonable costs incurred in complying with this condition. An entrant MUST deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an entrant MUST also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.
9. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant: (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or (ii) fails to produce items as required by condition 8 or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (iii) in the Promoter's

reasonable opinion, tampers with the entry process or benefits from such tampering; or (iv) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.

10. Any costs associated with accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.

## **DRAW AND PRIZE**

11. The draw will be held at 11am on the following days of each month at Vision Critical, Level 7, 309 George Street, Sydney, NSW, 2000:

<b>Entry Period</b>	<b>Prize Draw date</b>	<b>Notification date</b>	<b>Publication date</b>
Entry Period 1	11.00am AEST 4/4/2018	11.00am AEST 4/4/2018	11.00am AEST 9/4/2018
Entry Period 2	11.00am AEST 4/5/2018	11.00am AEST 4/5/2018	11.00am AEST 9/5/2018
Entry Period 3	11.00am AEST 6/6/2018	11.00am AEST 6/6/2018	11.00am AEST 13/6/2018
Entry Period 4	11.00am AEST 6/7/2018	11.00am AEST 6/7/2018	11.00am AEST 11/7/2018
Entry Period 5	11.00am AEST 3/8/2018	11.00am AEST 3/8/2018	11.00am AEST 8/8/2018
Entry Period 6	11.00am AEST 5/9/2018	11.00am AEST 5/9/2018	11.00am AEST 12/9/2018
Entry Period 7	11.00am AEST 5/10/2018	11.00am AEST 5/10/2018	11.00am AEST 10/10/2018
Entry Period 8	11.00am AEST 7/11/2018	11.00am AEST 7/11/2018	11.00am AEST 14/11/2018
Entry Period 9	11.00am AEST 5/12/2018	11.00am AEST 5/12/2018	11.00am AEST 12/12/2018
Entry Period 10	11.00am AEST 4/1/2019	11.00am AEST 4/1/2019	11.00am AEST 9/1/2019
Entry Period 11	11.00am AEST 6/2/2019	11.00am AEST 6/2/2019	11.00am AEST 13/2/2019
Entry Period 12	11.00am AEST 8/3/2019	11.00am AEST 8/3/2019	11.00am AEST 13/3/2019

All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

12. Winners' name will be published and displayed at [www.whatscookingaustralia.com.au](http://www.whatscookingaustralia.com.au).
13. The Eligible Entrants whose valid entries are one of the first 10 valid entries drawn will each win one \$100 Flexi eGift electronic gift card ("Flexi eGift Card") each month.
14. Each Flexi eGift Card is issued by Unified Incentives Pty Ltd, ABN 53 157 818 427, of Level 7, Tower 2, 475 Victoria Avenue, Chatswood, NSW 2067 ("Unified Incentives"), with a \$100 balance and is issued subject to Unified Incentives' terms of use at [giftpay.com](http://giftpay.com). IMPORTANT: Flexi eGift Cards are delivered by email and winners must have a valid email address at the time the prize is to be delivered and internet access in order to convert the awarded Flexi eGift Card into one (or more) of the available branded gift cards.
15. The total value of all prizes is \$12,000 (12 x \$1000).
16. A right to receive a prize is not transferable or exchangeable.
17. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Competition. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.

## WINNERS

18. The winners will be notified in writing sent by e-mail to the e-mail address indicated in their Membership. The notification may include instructions as to how the winner is to claim the prize and establish his/her entitlement to it.
19. Subject, where relevant, to any directions given under the legislation regulating the Competition, if a prize is not claimed by the winner within 3 months of the draw, the prize will be awarded to another Eligible Entrant in a redraw commencing at 11am at Vision Critical, Level 7, 309 George Street, Sydney, NSW 2000 on the dates below:

Original Draw Date	Re-draw date	Re-draw notification	Re-draw publication
11.00am AEST 4/4/2018	11.00am AEST 5/7/2018	11.00am AEST 5/7/2018	11.00am AEST 12/7/2018
11.00am AEST 4/5/2018	11.00am AEST 5/8/2018	11.00am AEST 5/8/2018	11.00am AEST 9/8/2018
11.00am AEST 6/6/2018	11.00am AEST 7/9/2018	11.00am AEST 7/9/2018	11.00am AEST 13/9/2018
11.00am AEST 6/7/2018	11.00am AEST 7/10/2018	11.00am AEST 7/10/2018	11.00am AEST 11/10/2018
11.00am AEST	11.00am AEST	11.00am AEST	11.00am AEST

3/8/2018	8/11/2018	8/11/2018	15/11/2018
11.00am AEST 5/9/2018	11.00am AEST 6/12/2018	11.00am AEST 6/12/2018	11.00am AEST 13/12/2018
11.00am AEST 5/10/2018	11.00am AEST 6/1/2019	11.00am AEST 6/1/2019	11.00am AEST 10/1/2019
11.00am AEST 7/11/2018	11.00am AEST 8/2/2019	11.00am AEST 8/2/2019	11.00am AEST 14/2/2019
11.00am AEST 5/12/2018	11.00am AEST 7/3/2019	11.00am AEST 7/3/2019	11.00am AEST 14/3/2019
11.00am AEST 4/1/2019	11.00am AEST 5/4/2019	11.00am AEST 5/4/2019	11.00am AEST 11/4/2019
11.00am AEST 6/2/2019	11.00am AEST 7/5/2019	11.00am AEST 7/5/2019	11.00am AEST 14/5/2019
11.00am AEST 8/3/2019	11.00am AEST 9/6/2019	11.00am AEST 9/6/2019	11.00am AEST 12/6/2019

All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

20. Redraw winners' name will be published and displayed at [www.whatscookingaustralia.com.au](http://www.whatscookingaustralia.com.au).
21. In order to be entitled to a prize, the winner must, if requested by the Promoter, agree to and sign and return an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize. The winner will forfeit his/her prize if he/she fails to ensure that all documents relating to that prize are signed and returned in accordance with this condition, as and when required by the Promoter.

## GENERAL

22. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
23. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the

administering this Competition (whether as a result of one of the foregoing causes or otherwise).

24. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.
25. All of the Promoter's decisions are final and no correspondence will be entered into.
26. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.
27. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
28. The Promoter (**Mars, we, us** or **our**) collects your personal information via this entry form when you submit an entry to this Competition.

We collect this personal information for the purposes of your entry into the Competition, and to send you marketing communications about our brands, products and/or services. We may also use the personal information you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.

If we do not collect the personal information you have provided in the entry form, you may not be able to submit a valid entry into the Promotion and may not be able to receive communications about our brands, products and services which may be of interest to you.

We may disclose your personal information to our family of companies and to our vendors or service providers. We require these companies to comply with the Australian privacy laws that apply to your personal information.

Our privacy policy at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> contains information about:

- how you may access the personal information that is held by us and seek correction of such information; and

- how you may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds us, and how we will deal with such a complaint.
29. If you need to contact us, or have any questions, please use the online contact form or the other contact details on our [Contact Page](#). Authorised under
- (i) NSW Permit No. LTPM/18/02916
  - (ii) ACT Permit No. ACT TP 18/00448
  - (iii) SA Permit No. 18/394

# What's Cooking Australia

## Loyalty Promotion – Quarterly Prize Draw, 2018

### CONDITIONS

#### PARTICIPATION

1. The What's Cooking Australia Quarterly competition ("Competition") is conducted by Mars Australia Pty Ltd, ABN 48 008 454 313, trading as Mars Food Australia, of 4 Corella Close, Wyong NSW Australia 2259 ("Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry: (i) is a resident of Australia; (ii) is a member of the What's Cooking Australia? Community with a valid email address ("Member"); (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. Competition entry is open during four (4) separate Entry Periods:
  - (xiii) **Entry Period 1:** entry is open from 00:00 on 1/4/2018 to 23:59 30/6/2018
  - (xiv) **Entry Period 2:** entry is open from 00:00 on 1/7/2018 to 23:59 30/9/2018.
  - (xv) **Entry Period 3:** entry is open from 00:00 on 1/10/2018 to 23:59 31/12/2018
  - (xvi) **Entry Period 4:** entry is open from 00:00 on 1/1/2019 to 23:59 on 31/3/2019.

All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

#### ENTRY

5. Entry can only be made by internet. To be eligible to be allocated an entry, an entrant must, during an Entry Period:
  - (i) use a compatible browser to visit [www.whatscookingaustralia.com.au](http://www.whatscookingaustralia.com.au) ("Competition Website");
  - (ii) log in as a Member; and
  - (iii) follow the directions there to complete at least one Member survey ("Member Survey").
6. An Eligible Entrant will be allocated entries into the Competition as follows:

Number of Member Surveys that an Eligible Entrant completes during an Entry Period. (A Member Survey cannot be completed more than once	Number of entries into the Competition that will be allocated to
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by the same Eligible Entrant during the Competition.)	that Eligible Entrant during an Entry Period
1	1
2	3
3	5
4	7
5	9
6	12
7	15
8	18
9	21
10 or more	24

7. All entrants must ensure that their Survey answers received by the Promoter during the Entry Period. The Promoter takes no responsibility for any late or misdirected Survey answers or for any delays or failures in any telecommunications service or equipment.
8. All entries to the Competition may be subject to verification by the Promoter. The Promoter will reimburse an entrant for any reasonable costs incurred in complying with this condition. An entrant **MUST** deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an entrant **MUST** also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.
9. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant: (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or (ii) fails to produce items as required by condition 8 or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (iii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such

tampering; or (iv) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.

10. Any costs associated with accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.

## **DRAW AND PRIZE**

11. The draw will be held at 11am on the following days of each month at Vision Critical, Level 7, 309 George Street, Sydney, NSW, 2000:

<b>Entry period</b>	<b>Prize Draw date</b>	<b>Notification date</b>	<b>Publication date</b>
<b>Entry Period 1</b>	11.00am 4/7/2018	11.00am AEST 4/7/2018	11.00am AEST 11/7/2018
<b>Entry Period 2</b>	11.00am 3/10/2018	11.00am AEST 3/10/2018	11.00am AEST 10/10/2018
<b>Entry Period 3</b>	11.00am 9/1/2019	11.00am AEST 9/1/2019	11.00am AEST 11/1/2019
<b>Entry Period 4</b>	11.00am 5/4/2019	11.00am AEST 5/4/2019	11.00am AEST 10/4/2019

All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

12. The Eligible Entrant whose valid entry is:
  - (i) the first valid entry drawn in each Prize Draw, will win one Flexi eGift electronic gift card ("Flexi eGift Card"), valued at \$1,000;
  - (ii) one of the next four valid entries drawn in each Prize Draw, will each win one Flexi eGift Card valued at \$250.
13. Each Flexi eGift Card is issued by Unified Incentives Pty Ltd, ABN 53 157 818 427, of Level 7, Tower 2, 475 Victoria Avenue, Chatswood, NSW 2067 ("Unified Incentives"), with a \$100 balance and is issued subject to Unified Incentives' terms of use at [giftpay.com](http://giftpay.com). **IMPORTANT:** Flexi eGift Cards are delivered by email and winners must have a valid email address at the time the prize is to be delivered and internet access in order to convert the awarded Flexi eGift Card into one (or more) of the available branded gift cards.
14. The total value of all prizes is AUD\$8,000.
15. A right to receive a prize is not transferable or exchangeable.
16. If a prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Competition. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize is unavailable for any reason.

## WINNER

17. The winner will be notified in writing sent by e-mail to the e-mail address indicated in the entry. The notification may include instructions as to how the winner is to claim the prize and establish his/her entitlement to it.
18. The winners will be published on the Competition Website on the above specified dates for at least one week.
19. Subject, where relevant, to any directions given under the legislation regulating the Competition, if a prize is not claimed by the winner within 3 months of the draw, the prize will be awarded to another Eligible Entrant in a redraw commencing at 11am at Vision Critical, Level 7, 309 George Street, Sydney, NSW 2000 on the dates below:

Original Draw Date	Re-draw date	Re-draw notification	Re-draw publication
11.00am 4/7/2018	11.00am 5/10/2018	11.00am 5/10/2018	11.00am 9/10/2018
11.00am 3/10/2018	11.00am 4/1/2019	11.00am 4/1/2019	11.00am 13/1/2019
11.00am 9/1/2019	11.00am 10/4/2019	11.00am 10/4/2019	11.00am 11/4/2019
11.00am 5/4/2019	11.00am 6/7/2019	11.00am 6/7/2019	11.00am 12/7/2019

All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

20. In order to be entitled to the prize, the winner must, if requested by the Promoter, agree to and sign and return an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize. The winner will forfeit his/her prize if he/she fails to ensure that all documents relating to that prize are signed and returned in accordance with this condition, as and when required by the Promoter.

## GENERAL

21. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
22. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft,

destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise).

23. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.
24. All of the Promoter's decisions are final and no correspondence will be entered into.
25. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death.
26. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
27. The Promoter (**Mars, we, us or our**) collects your personal information via this entry form when you submit an entry to this Competition.

We collect this personal information for the purposes of your entry into the Competition, and to send you marketing communications about our brands, products and/or services. We may also use the personal information you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.

If we do not collect the personal information you have provided in the entry form, you may not be able to submit a valid entry into the Promotion and may not be able to receive communications about our brands, products and services which may be of interest to you.

We may disclose your personal information to our family of companies and to our vendors or service providers. We require these companies to comply with the Australian privacy laws that apply to your personal information.

Our privacy policy at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> contains information about:

- how you may access the personal information that is held by us and seek correction of such information; and

- how you may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds us, and how we will deal with such a complaint.

If you need to contact us, or have any questions, please use the online contact form or the other contact details on our [Contact Page](#).

28. Authorised under

NSW Permit No. LTPM/18/02918

ACT Permit No. ACT TP 18/00497

SA Permit No. T18/437

# What's Cooking Australia

## What did you have for dinner last night?

### 2018 Survey Promotion

#### CONDITIONS

#### PARTICIPATION

1. The What's Cooking Australia Last Dinner Last Night Competition ("Competition") is conducted by Mars Australia Pty Ltd, ABN 48 008 454 313, trading as Mars Food Australia, of 4 Corella Close, Wyong NSW Australia 2259 ("Promoter").
2. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry: (i) is a resident of Australia; (ii) is a member of the What's Cooking Australia? Community with a valid email address ("Member"); (ii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Competition; and (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. Competition entry is open during three (3) separate Entry Periods:
  - (xvii) **Entry Period 1:** entry is open from 00:00 on 1/4/2018 to 23:59 31/4/2018.
  - (xviii) **Entry Period 2:** entry is open from 00:00 on 1/7/2018 to 23:59 31/7/2018.
  - (xix) **Entry Period 3:** entry is open from 00:00 on 1/10/2018 – 23:59 31/10/2018.

All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

#### ENTRY

5. Entry can only be made by internet. To submit an entry, an entrant must, during the Entry Period:
  - (i) use a compatible browser to visit [www.whatscookingaustralia.com.au](http://www.whatscookingaustralia.com.au) ("Competition Website");
  - (ii) log in as a Member; and
  - (iii) follow the directions there to complete the What did you have for dinner last night? ("Member Survey").
6. An Eligible Entrant will be allocated one entry into the Competition for each Member Survey that he/she completes during the Entry Period. (A Member Survey cannot be completed more than twice by the same Eligible Entrant.)
7. All entrants must ensure that their Survey answers are received by the Promoter during the Entry Period. The Promoter takes no responsibility for any late or misdirected Survey answers or for any delays or failures in any telecommunications service or equipment.
8. All entries to the Competition may be subject to verification by the Promoter. The Promoter will reimburse an entrant for any reasonable costs incurred in

complying with this condition. An entrant MUST deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an entrant MUST also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.

9. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant: (i) fails to establish their entitlement to enter the Competition to the Promoter's reasonable satisfaction; or (ii) fails to produce items as required by condition 8 or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (iii) in the Promoter's reasonable opinion, tampers with the entry process or benefits from such tampering; or (iv) in the Promoter's reasonable opinion, submits an entry which is not in accordance with these conditions.
10. Any costs associated with accessing the Competition Website are the responsibility of the person seeking access and are dependent on the internet service provider used.

## **DRAW AND PRIZES**

11. The draw will be held at 11am on the following days of each month at Vision Critical, Level 7, 309 George Street, Sydney, NSW, 2000:

<b>Entry period</b>	<b>Prize Draw date</b>	<b>Notification date</b>	<b>Publication date</b>
<b>Entry Period 1</b>	11.00am 2/5/2018	11.00am 2/5/2018	11.00am 11/5/2018
<b>Entry Period 2</b>	11.00am 3/8/2018	11.00am 3/8/2018	11.00am 10/8/2018
<b>Entry Period 3</b>	11.00am 7/11/2018	11.00am 7/11/2018	11.00am 13/11/2018

12. The Eligible Entrant whose valid entry is the first valid entry drawn each Prize Draw will win one \$200 Flexi eGift electronic gift card ("Flexi eGift Card").
13. The Eligible Entrants whose valid entry are one of the second and third valid entries drawn each Prize Draw will each win one \$100 Flexi eGift electronic gift card ("Flexi eGift Card")
14. The Eligible Entrants whose valid entries are one of the first ten valid entries drawn each Prize Draw will each win one \$20 Flexi eGift electronic gift card ("Flexi eGift Card").
15. The total prize pool is (1x \$200 + 2 x \$100 + 10 x \$20, three draws) \$1,800.

16. Each Flexi eGift Card is issued by Unified Incentives Pty Ltd, ABN 53 157 818 427, of Level 7, Tower 2, 475 Victoria Avenue, Chatswood, NSW 2067 (“Unified Incentives”), with a \$20 balance and is issued subject to Unified Incentives’ terms of use at [giftpay.com](http://giftpay.com). **IMPORTANT:** Flexi eGift Cards are delivered by email and winners.
17. A right to receive a prize is not transferable or exchangeable.
18. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Competition. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.

## WINNERS

19. The winners will be notified in writing sent by e-mail to the e-mail address indicated in the entry. The notification may include instructions as to how the winner is to claim his/her prize and establish their entitlement to it.
20. The winners will be published on the Competition Website on the above specified dates for at least one week.
21. Subject, where relevant, to any directions given under the legislation regulating the Competition, if a prize is not claimed by a winner within 3 months of the draw, the prize will be awarded to another Eligible Entrant in a redraw commencing at Vision Critical, Level 7, 309 George Street, Sydney, NSW 2000 on the dates below:

Original Draw Date	Re-draw date	Re-draw notification	Re-draw publication
11.00am 2/5/2018	11.00am 4/8/2018	11.00am 4/8/2018	11.00am 10/8/2018
11.00am 3/8/2018	11.00am 4/11/2018	11.00am 4/11/2018	11.00am 9/11/2018
11.00am 7/11/2018	11.00am 8/2/2019	11.00am 8/2/2019	11.00am 13/2/2019

22. In order to be entitled to a prize, the winner must, if requested by the Promoter, agree to and sign and return an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize. The winner will forfeit his/her prize if he/she fails to ensure that all documents relating to that prize are signed and returned in accordance with this condition, as and when required by the Promoter.

## GENERAL

23. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical



failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.

24. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise).
25. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.
26. All of the Promoter's decisions are final and no correspondence will be entered into.
27. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death.
28. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
29. The Promoter (**Mars, we, us** or **our**) collects your personal information via this entry form when you submit an entry to this Competition.

We collect this personal information for the purposes of your entry into the Competition, and to send you marketing communications about our brands, products and/or services. We may also use the personal information you give us to provide prizes, for consumer care and research purposes, and for other purposes, as described in our privacy policy.

If we do not collect the personal information you have provided in the entry form, you may not be able to submit a valid entry into the Promotion and may not be able to receive communications about our brands, products and services which may be of interest to you.

We may disclose your personal information to our family of companies and to our vendors or service providers. We require these companies to comply with the Australian privacy laws that apply to your personal information.

Our privacy policy at <http://www.mars.com/global/policies/privacy/pp-australia-en.aspx> contains information about:

- how you may access the personal information that is held by us and seek correction of such information; and
- how you may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds us, and how we will deal with such a complaint.

If you need to contact us, or have any questions, please use the online contact form or the other contact details on our [Contact Page](#).

30. Authorised under
- (i) NSW Permit No . LTPM/18/02917