

**WHISKAS® Tag and Win Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>				
<b>Promotion:</b>	WHISKAS® Tag and Win			
<b>Promoter:</b>	Mars Australia Pty Ltd t/as Mars Petcare ABN 48 008 454 313, 1 Petcare Place, Wodonga, VIC 3690, Australia. Ph: 02 9847 9111			
<b>Promotional Period:</b>	<b>Start date:</b> 08/08/23 at 12:01 pm AEST <b>End date:</b> 16/08/23 at 05:00 pm AEST			
<b>Eligible entrants:</b>	Entry is only open to Australian residents who are 18 years and over.			
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) visit @whiskasaustralia on Instagram (located at <a href="https://instagram.com/whiskasaustralia">https://instagram.com/whiskasaustralia</a> ); b) in a comment on the promotional post, tag a friend; c) 'like' the promotional post; and d) follow the WHISKAS® Australia Instagram account.			
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. The entrant must tag a different friend in each entry. The entrant is eligible to win a maximum of one (1) prize (excludes SA residents who are eligible to win multiple prizes).			
<b>Total Prize Pool:</b>	AUD \$1,800.00			
	<b>Prize Description</b>	<b>Number of this prize</b>	<b>Value (per prize)</b>	<b>Winning Method</b>
	The prize is two (2) x adult tickets to the 2023 Cat Lovers Festival Sydney at Sydney Showgrounds. Tickets issued to a winner will be valid for entry on either Saturday 26/08/23 or Sunday 27/08/23, as determined by the Promoter.	20	AUD\$90.00	Draw: computerised random selection - 17/08/23 at 02:00 pm AEST at Unit 6/43 Herbert Street, Artarmon NSW 2064, Australia
<b>Prize Conditions:</b>	<p>This Prize is for or relates to the 2023 Cat Lovers Festival Sydney taking place on 26/08/23 and 27/08/23 (an "Event"). If the winner is unwilling or unable to attend at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.</p> <p>The Cat Lovers Festival Sydney tickets are subject to the Event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and Event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</p> <p>All costs associated with travel to and from the Event including any applicable flight, travel costs, parking, accommodation costs and spending money will be the responsibility of the winner and their guest for the prize.</p> <p>The prizes will be delivered by email by 22/08/23.</p>			
<b>Winner notification:</b>	The winners will be notified via their Instagram within one (1) day of the draw and published at the WHISKAS® Australia Instagram account. Winners can claim their prize by responding via Instagram with a valid email address where the prize may be sent, and selecting a date for entry.			
<b>Unclaimed Prizes:</b>	Prizes must be claimed by 21/08/23 at 1:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 22/08/23 at 2:00 pm AEST at XPO BRANDS, Unit 6/43 Herbert Street, Artarmon NSW 2064, Australia. The winners of the redraw will be notified via Instagram direct message within one (1) day of the redraw and published at the WHISKAS® Australia Instagram account			

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. Draw:
  - a) The draw will take place at XPO BRANDS, Unit 6/43 Herbert Street, Artarmon NSW 2064, Australia at 02:00 pm AEST on 17/08/23 using computerised random selection.
    - i) The first twenty (20) valid entries drawn will be the winners of the prizes specified in the Schedule above.
  - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
8. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
11. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
13. Entrants' personal information may be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically if the entrant has consented to receiving such marketing materials. Entrants may opt-out of receiving future marketing materials by contacting [privacy@effem.com](mailto:privacy@effem.com). The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.mars.com/privacy](http://www.mars.com/privacy). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the

Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.

24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.