### Advance™ Brand Easter Activation 2023 Terms & Conditions ("Conditions of Entry")

	Schedule			
Promotion:	Advance™ Brand Easter Activation 2023			
Promoter:	Mars Australia Pty Ltd trading as Mars Petcare Australia ABN 48 008 454 313, 1 Petcare Place, Wodonga, VIC 3690, Australia. Ph: 02 9966 4003			
Promotional	Start date: 28/03/23 at 12:00 pm AEDT			
Period:	<b>End date:</b> 01/05/23 at 11:59 pm AEST			
	Entries from NSW residents must be received by 11:59pm AEST on 04/04/23 in order to be eligible for the NSW Only Draw.			
Entries received between 06/04/23 at 12:00 am AEST and 17/04/23 11:59 pm AEST will also be a Minor Prize Draw.				
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.			
How to	To enter the Promotion, the entrant must during the Promotional Period, visit			
Enter:	www.advancepet.com.au/sydneyroyaleastershow, follow the prompts to the Promotion entry page; and complete the online form with their personal details (including first name, last name, email address, mobile number and post code), and select the tick box to consent to become a Pets Club member (which includes opting into receive marketing materials from the Promoter).			
	If an eligible entrant is an existing Pets Club member, they will still need to complete the Promotion online form to enter.			
	For the sake of clarity, all entries received within the Promotional Period, will receive an entry into the Major Draw; but only entries received between 06/04/23 at 12:00 am AEST and 17/04/23 11:59 pm AEST will be entered into a Minor Draw.			
	Bonus Offer: Entrants who visit the ADVANCE™ stand at the 2023 Sydney Royal Easter Show (taking place 06/04/23 – 17/04/23), and sign up to the Promotion will also receive an opportunity to play the 'Kibble Toss' and/or 'Pick a Bone' ("Games") to receive a Gift (outlined below). Full details on how the Games work will be explained by a staff member at the stand. Entrants must show the staff member their Promotional entry confirmation email in order to participate in any Game. Limit one (1) 'Kibble Toss' and one (1) 'Pick a Bone' Game play permitted per person. Limit one (1) Gift per Game (i.e. maximum two (2) Gifts per person in total one (1) for 'Kibble Toss' and one (1) for 'Pick a Bone').			
	For the sake of clarity, entrants are eligible for a Gift regardless of the Game outcome (whether they win or lose).			
	<b>Gift:</b> The gift is an ADVANCE™ branded merchandise. The exact type of merchandise will be determined by the Promoter and is subject to availability. Maximum of two (2) Gifts per person.			
Entries	Only one (1) eligible entry per person (and per account) will be accepted. By completing the entry method, the			
permitted:	entrant will receive one (1) entry.			
Total Prize	National (excluding NSW): AUD \$4,919.00 (incl GST)			
Pool:	NSW: AUD \$9,419.00 (incl GST)			

Prize Description	Number of this prize	Value (per prize)	Winning Method
Major Prize: The prize includes:	1	AUD\$3,251.00 (incl	Major Draw:
(1) \$2,000.00 VISA Digital Gift Card		GST)	computerised random
(2) One (1) year's supply of ADVANCE™ premium			selection - 15/05/23 at
pet food up to the value of \$1,251 (incl. GST)			12:00 pm AEST

Minor Prize: The prize is any ADVANCE™ premium pet food up to 15kg of the winner's choice, subject to availability.	12 (1 prize per Minor Prize Draw)	Up to AUD\$139.00 (incl GST)	Minor Prize Draws: computerised random selection – 12/04/23 and 19/04/23 at 12:00 pm AEST
NSW Only Prize: The prize is a general admission double- pass to the 2023 Sydney Royal Easter Show at Sydney Showgrounds.	50 (NSW residents only)	RRP AUD\$90.00 (incl GST)	NSW Only Prize Draw: computerised random selection – 05/04/23 at 12:00 pm AEST

# Prize Conditions:

### **Major Prize Conditions:**

- Gift card will be sent via email to the winner. Any ancillary costs associated with redeeming the gift card
  are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift
  card is subject to any terms and conditions of the issuer including those specified on the gift card, see
  www.truerewards.com.au/visa-giftcard-terms. Gift card can not be replaced if lost, stolen or destroyed.
- ONE YEAR'S supply of ADVANCE™ premium pet food is 12 months of food for one cat or one dog with the appropriate ADVANCE™ diet (up to the value of \$1251 per cat or dog.) The quantity defined as "12 months' supply" is determined by the recommended feeding guide relevant to the recommended ADVANCE™ diet product and the size of the winner's cat or dog, as prescribed on the back of the relevant product pack.
- The Promoter will liaise with the winners to ensure the correct products and quantities are provided
- Product will be delivered to winners nominated Australian mailing address, must not be PO box.
- Available ADVANCE™ premium pet food products are Small Breed Mobility 2.5kg Adult Cat Total Wellbeing Chicken & Salmon 6kg; Adult Cat Total Wellbeing Ocean Fish 6kg; Adult Chicken with Rice 6kg; Adult Multi Cat Chicken & Salmon 6kg; Kitten Chicken with Rice 6kg; Adult Dog Toy Small Breed Chicken 8kg; Adult Small Breed Turkey with Rice 8kg; Adult Total Wellbeing Toy/Small Breed Lamb & Rice 8kg; Puppy Small Breed Rehydratable Chicken with Rice 8kg; Adult Dog All Breed Active 13kg; Adult Dog All Breed Dental 13kg; Adult Dog Large+ Breed Dental 13kg; Adult Dog Oodles Large 13kg; Adult Dog Oodles Small 13kg; Adult Dog Retriever 13kg; Adult Dog Shepherd 13kg; Adult Dog Terrier Medium 13kg; All Breed Sensitive Skin & Digestion Salmon with Rice 13kg; Large Breed Healthy Weight Chicken and Rice 13kg; Small Terriers Ocean Fish with Rice 13kg; Medium Breed Mobility 13kg; Large Breed Mobility 13kg; Oodles Puppy 13kg; Maltese Cross 13kg; Weight Control All Breed Chicken 13kg; Adult Dog Large+ Breed Mature Chicken 15kg; Adult Large Breed Chicken with Rice 15kg; Adult Large Breed Lamb with Rice 15kg; Adult Large Breed Turkey with Rice 15kg; Adult Medium Breed Lamb with Rice 15kg; Adult Medium Breed Turkey with Rice 15kg; Puppy Large Breed Chicken with Rice 15kg; and Puppy Plus Growth All Breed Chicken 15kg.

#### Minor Prize: ADVANCE™ premium pet food

- The Promoter will liaise with the winners to ensure the correct products and quantities are provided
- Product will be delivered to the winner's nominated Australian mailing address, must not be PO box.
- ADVANCE™ premium pet food product available as per above

#### **NSW Only Prize: Tickets Prize Conditions:**

- This prize is for or relates to the 2023 Sydney Royal Easter Show at Sydney Showgrounds (taking place 06/04/23 17/04/23) (the "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.
- Prize pass issued will be valid for one (1) day only and is subject to availability. The Promoter will liaise with the winner to determine which days are available.
- The 2023 Sydney Royal Easter Show ticket prizes 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.
- The winner must claim their prize by responding to the winner notification email, confirming they would like to attend and which date they would like to attend.
- The winners must collect the tickets at the Sydney Royal Easter Show Box Office on the day of the Event.

- All costs associated with travel to and from the 2023 Sydney Royal Easter Show at Sydney Showgrounds will be the responsibility of the winner and their guest for the prize.
- Spending money, meals and all other ancillary costs, unless otherwise specified in the prize description, are not included.
- If the prize cannot be provided as intended due to any COVID 19 related restrictions or guidelines, the Promoter reserves the right to award an alternative prize in lieu.

# Winner notification:

The NSW Only Prize winners will be contacted by via email and phone within one (1) day of the draw.

The Major Prize and Minor Prize winners will be contacted via email and phone within seven (7) days of the draw.

All winners will be published at www.advancepet.com.au/sydneyroyaleastershow by 22/05/23.

# Unclaimed Prizes:

The NSW Only Prize must be claimed by 10/04/23 at 11:00 am AEST. For the sake of clarity, a winner is taken to have claimed the prize if they respond to the winner notification email, confirming they would like to attend and which date they would like to attend. If a winner fails to claim the prize by the prize claim date and time, they will forfeit their right to the prize. In the event of an unclaimed prize, the prize will be redrawn on 10/04/23 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 by via email and phone call within one (1) day of the redraw.

The Major Prize and the Minor Prize must be claimed by 16/07/23 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 17/07/23 at 12:00 pm AEST at XPO BRANDS, Unit 6/43 Herbert Street, Artarmon NSW 2064, Australia. The winners of the redraw will be notified by via email and phone call within seven (7) days of the redraw. The winners will be notified publicly (and their details published) at <a href="https://www.advancepet.com.au/sydneyroyaleastershow">www.advancepet.com.au/sydneyroyaleastershow</a> by 24/07/23.

If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at www.advancepet.com.au/sydneyroyaleastershow.

- 1. 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. Draws:

- a) All draws will take place at XPO BRANDS, Unit 6/43 Herbert Street, Artarmon NSW 2064, Australia at 12:00 pm AEST, as applicable in New South Wales.
- b) Minor Prize Draws:
  - i) Entries open and close for each draw on the dates/times specified in the table below. Entries for each Minor Prize Draw will not be entered into any subsequent Minor Prize Draw. The draw will take place on the dates outlined below, using computerised random selection.

Minor Prize Draw	Entries Open	Entries Close	Draw Date
1	06/04/23 12.00 am AEST	06/04/23 11.59 pm AEST	12/04/23

2	07/04/23 12.00 am AEST	07/04/2023 11.59 pm AEST	12/04/23
3	08/04/23 12:00 am AEST	08/04/2023 11.59 pm AEST	12/04/23
4	09/04/23 12.00 am AEST	09/04/2023 11.59 pm AEST	12/04/23
5	10/04/23 12.00 am AEST	10/04/2023 11.59 pm AEST	12/04/23
6	11/04/23 12.00 am AEST	11/04/2023 11.59 pm AEST	19/04/23
7	12/04/23 12.00 am AEST	12/04/2023 11.59 pm AEST	19/04/23
8	13/04/23 12.00 am AEST	13/04/2023 11.59 pm AEST	19/04/23
9	14/04/23 12.00 am AEST	14/04/2023 11.59 pm AEST	19/04/23
10	15/04/23 12.00 am AEST	15/04/2023 11.59 pm AEST	19/04/23
11	16/04/23 12.00 am AEST	16/04/2023 11.59 pm AEST	19/04/23
12	17/04/23 12.00 am AEST	17/04/2023 11.59 pm AEST	19/04/23

- ii) The first valid entry drawn in each Minor Prize Draw will win the Minor Prize, as specified in the Schedule above.
- c) NSW Only Prize Draw:
  - i) NSW entries received between the start date of the Promotion and 11:59 pm AEST on 04/04/23 will be entered into the NSW Only Prize Draw. The draw will take place on 05/04/23 at 12:00 pm AEST using computerised random selection.
  - ii) The first fifty (50) valid entries drawn will be the winners of the NSW Only Prize, as specified in the Schedule above.
- d) Major Draw:
  - i) All entries received throughout the Promotional Period will be entered into the Major Draw. The draw will take place on 15/05/23 using computerised random selection.
  - ii) The first valid entry drawn will be the winner of the Major Prize specified in the Schedule above.
- e) The Promoter may draw reserve winners in case of ineligible or invalid entries.
- f) 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. All reasonable attempts will be made to contact each winner.
- 7. 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.
- 8. 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.
- 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 10. 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, subject to any written directions of a regulatory authority.
- 11. 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.
- 12. 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.
- 13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter will use this information for future marketing purposes regarding its products, including contacting the entrant electronically. 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. 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. 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 where relevant their guests) 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.

26.	Authorised under: ACT Permit No. TP 23/00450	
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