

DINE Hope Grows Promotion

Terms and Conditions

Promoter	Mars Australia Pty Ltd trading as Mars Petcare Australia (ABN 48 008 454 313) of Petcare Place, Wodonga VIC 3690.
Competition Period	12.01am (AEST) on 07/06/2021 to 11.59pm (AEST) on 30/07/2021.
Who can enter?	Only Australian residents who are aged 16 or over. If you are under 18, you must get approval from your parent/guardian before you enter. By approving your participation, your parent or guardian accepts these conditions.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Website	www.dine.com.au/promotions
Entry instructions	To enter, you must, during the Competition Period visit the Website, locate the Promoter's video about Hope Reef and fill out and submit the online entry form, including by answering "what word does the coral reef in the video spell and what does that word mean to you for the future of our oceans?" and providing all other requested information. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
How many winners will there be and how will they be chosen?	This is a game of skill. A judging panel appointed by the Promoter will review each valid entry and will judge the entries based on creativity and originality to determine the winner. Chance plays no part in how the winner will be selected. The valid entry judged to be the best will win the prize. All judging decisions are as determined by the Promoter, in their absolute discretion.
What can I win?	There is 1 prize available. The prize is a trip for the winner and one adult companion to Port Douglas, valued at up to \$15,000 depending on the winner's point of departure. The prize includes: (a) return economy airfares (including airfare taxes) from your nearest Australian capital city to Cairns and return transfers between Cairns airport and the accommodation in Port Douglas for you and your companion; (b) 5 nights' accommodation at Peppers Beach Clubs Port Douglas for you and your companion; (c) breakfast each day for you and your companion; and (d) a Great Barrier Reef experience voucher for a Reef Magic Cruise for you and your companion. By accepting or participating in any prize, your companion accepts these Terms and Conditions. The prize must be taken between September 2021 and September 2022 (subject to availability).

	The prize may be delayed or cancelled due to COVID-19 related issues/restrictions (for example, but not limited to, government restrictions/orders and national/state/overseas border closures). If the promoter is unable to deliver the prize due to COVID-19, the Promoter will provide, at the Promoter's discretion, an alternative prize of equal value.
Total prize pool	The total prize pool is up to \$15,000.
How many times can I enter?	You can only enter once.
How and when will the winner be informed?	The winner will be notified by phone and in writing within two days of determination (by Tuesday 10/08/2021).
Unclaimed prize	Prize claim date: 5pm (AEST) on 31/08/2021. If the prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the prize to the person who submitted the next best valid entry. Any such winner will be notified by phone and in writing within two days of determination.
Collection and use of your personal information	<p>If you are a winner, you and your companion must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter using your names and images in any promotional or advertising activity.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at http://www.mars.com/global/policies/privacy/pp-australia-en. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose personal information to entities outside of Australia, see the Promoter's Privacy Policy for details. For the removal of doubt, the Promoter will only use PI as set out above and in accordance with its Privacy Policy, the Promoter will not sell PI to third parties.</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
- 3 Every entry, including any statement, must be your original work and not copied.

- 4 The Promoter may copy and amend your entry and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.
- 5 You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).
- 6 You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material.

Prizes

- 7 The prize and all elements of the prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
 - (a) booking and availability of flights, accommodation and events;
 - (b) conditions of travel and conditions of entry into any activity location (including behaviour requirements and applicable dress codes);
 - (c) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - (d) travel dates and specified travel exclusion periods;
 - (e) any additional fees (payable by you) relating to changes made by you/your companion to a travel prize after it has been booked;
 - (f) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required;
 - (g) a requirement to present your credit card when checking in to accommodation; and
 - (h) a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
- 8 You/your companion are responsible for all other unspecified costs related to the prize, including non-specified meals, transport, insurance (including travel insurance and any excesses), in-room charges, additional taxes, etc. Activity tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant activity location. The winner must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 9 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 10 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion forfeit your entitlement to that activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

- 11 Any failure by you or your companion to comply with the conditions imposed by the prize suppliers may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize suppliers.
- 12 You/your companion must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion do not sign, your entry will be deemed invalid and you will lose any entitlement to the prize.

- 13 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if are unable to take the prize before December 2022, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 14 You must not:
- (a) tamper with the entry process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 15 You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion if they breach these conditions, whether or not legally bound by them.
- 16 If you (or your companion), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion) from participating in any elements of the prize, at its discretion.
- 17 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 18 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming the prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 19 The prize cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, the prize (and elements of the prize) must be taken as and when specified, or will be forfeited with no replacement. The prize value is correct as at the date of preparing these Terms and Conditions and includes any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if the prize (or element of the prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 20 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, pandemic, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.
- 21 The Promoter is not responsible for any tax implications arising from you winning the prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 22 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 23 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin

conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

- 24 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of the prize. Unless otherwise specified, the prize will only be delivered to addresses in Australia.
- 25 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.