

# CONDITIONS OF ENTRY

## PARTICIPATION

1. This promotion ("Promotion") is conducted by Mars Australia Pty Ltd, ABN 48 008 454 313, trading as Mars Petcare Australia, of Petcare Place, Wodonga VIC 3690 ("Promoter").
2. The Promotion is a game of skill in which chance plays no part.
3. Entry to the Promotion constitutes acceptance of these conditions. All entry instructions and prize information published by the Promoter form part of these conditions.
4. The Promotion is only open to Eligible Entrants. An "Eligible Entrant" is an individual who:
  - (i) is a resident of Australia aged 18 years of age, or older, as at the time of their entry;
  - (ii) has pledged their cat's love for WHISKAS at [www.whiskas.com.au](http://www.whiskas.com.au) ("Promotion Website");
  - (iii) is not an employee of the Promoter or any of its related corporations or any of their agencies associated with the Promotion; and
  - (iv) is not a spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee.
5. Promotion entry opens at 9am on 9/4/10 and ends at 5pm on 6/8/10. ("Entry Period"). All times and dates are times and dates in Sydney which may be AEST or AEDT depending on the date.

## ENTRY

6. Entry to the Promotion can only be made by internet. To enter, an Eligible Entrant must use a compatible browser to visit the Promotion Website and follow the directions there.
7. For each entry that an Eligible Entrant submits, the entrant must:
  - (i) upload a photograph ("Photo") of a cat of any age owned by the entrant on the date that the entry is submitted ("Cat");
  - (ii) describe, in no more than 25 words, "How I know my cat loves WHISKAS" (the "Statement"); and
  - (iii) provide all details requested at the Promotion Website, including the entrant's first and last names, postal address, and email address, the name of the Cat in the uploaded Photo and agree to these Conditions and the representations, warranties and indemnities made in the "Entry Requirements";
8. Each entrant's Photo must:
  - (i) be original;
  - (ii) have been taken on, or after, 1/1/10.;

- (iii) not include any cat other than the Cat named in the entry;
  - (iv) not previously have been shown to the public or a substantial number of members of the public;
  - (v) not, in whole or in part, have been submitted as an entry in any other competition; and
  - (vi) be uploaded in a format that complies with the requirements stated at the Promotion Website.
9. Each entrant's Statement must:
- (i) be original and must have been written by the entrant;
  - (ii) not be offensive or be likely to cause offence to other persons;
  - (iii) be free of any claims, including copyright claims, by other parties; and
  - (iv) not have been published previously or have won a prize or award in any other competition.
10. A maximum of two entries may be submitted from the same household, however, the same cat cannot be the subject of both entries. Accordingly, in a household with more than one Eligible Entrant resident, one of those residents may submit either: (i) one entry, or (ii) two entries, each featuring a different cat owned by the entrant. If an Eligible Entrant submits only one entry, a second Eligible Entrant resident from same the household may also submit one entry (featuring a different cat owned by the second resident). If an Eligible Entrant submits two entries, no one in the same household can then submit any entries.
11. A Photo may be entered only once and only by ONE Eligible Entrant. If a Photo is submitted in more than one entry, only the first entry received will be accepted. For the purposes of this provision, the time that the internet entry is received will be the entry time. If, in the Promoter's opinion, two or more Photos are the same (or are substantially the same), the Promoter may, in its absolute discretion, exclude one or more of the entries which submitted those Photos.
12. All entrants must ensure that their entries are received by the Promoter during the Entry Period. The Promoter takes no responsibility for late or misdirected entries or for any delays or failures in any delivery service or equipment.
13. All entries to the Promotion may be subject to verification and confirmation by the Promoter. 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.

14. 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 Promotion to the Promoter's satisfaction; or (ii) fails to produce items as required by condition 13 or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (iii) in the Promoter's opinion, tampers with the entry process or benefits from such tampering; or (iv) in the Promoter's opinion, submits an entry which is not in accordance with these conditions.

#### **DETERMINATION OF THE FIVE WINNERS AND THEIR PRIZES**

15. The Competition is a game of skill in which chance plays no part in determining the winners.
16. Subject to condition 18, the Photo and Statement in each entry, and the Australian State or Territory in which the entrant resides, will be displayed on the Promotion Website after the entry has been received and during the period from 9am on 9/4/10 until 5pm on 13/8/10 (the "Public Voting Period").
17. During the Public Voting Period members of the Australian public (a "Voter") may vote at the Promotion Website for their favourite entries. A Voter may vote:
  - (i) only from an Australian IP address;
  - (ii) for more than one cat, but no more than once per day for any cat;
  - (iii) only manually (the use of automated means or a voting service is not permitted).
18. The Promoter may reject a vote (whenever it was submitted) if it reasonably forms the opinion that the vote was not submitted in accordance with the requirements of condition 17. A Vote that has not been rejected by the Promoter is an Eligible Vote.
19. The Promoter may exclude the Photo and Statement submitted with any entry from display on the Promotion Website (or remove a Photo and Statement from display) if, in the Promoter's opinion, the Photo or Statement contains any material which may:
  - (i) cause offence to any person or group of persons;
  - (ii) infringe the rights (including intellectual property rights, performer's rights or rights of reputation) of any person, whether as a result of being communicated to the public or otherwise; or
  - (iii) promote or depict illegal or negligent activity.
20. No later than 13/9/10, and subject to condition 25, the twenty Photos and Statements submitted by entrants in each State and Territory that received the most Eligible Votes during the Public Judging Period (excluding any Photos and Statements removed from display) (a maximum of 160 Photos and Statements) (the "Finalist Photos and Statements") will be judged by the Promoter.

21. The Promoter will use different criteria to judge each Finalist Photo and each Finalist Statement.
  - (i) The criteria by which the Promoter will judge each Statement are originality and creativity (the more original and creative the Statement the better). Equal weight will be given to each of these criteria.
  - (ii) The criteria by which the Promoter will judge each Photo is how well the cat in the Photo represents the qualities of vitality and personality – like a WHISKAS cat. Equal weight will be given to each of these criteria.
  - (iii) In each judged entry, equal weight will be given to the “score” awarded to the Statement and to the “score” awarded the Photo.
22. The Eligible Entrants who submitted the five Photos and Statements that are together judged, according to the judging criteria, to be the best of all the Finalist Photos and Statements, will each win:
  - (i) \$10,000; and
  - (ii) the opportunity to have the Cat shown in the Photo in his /her winning entry professionally photographed and featured on the label of a WHISKAS Oh So Meaty or Oh So Fishy 12 x 100g pouch pack to be sold in Australia for a limited time during 2011 (each a “Prize”).
23. Winners will be notified by 17/9/10
24. It is a condition of the awarding of each Prize that:
  - (i) the Cat shown in the Photo in the winning entry must be made available in a healthy condition to be photographed at the times and places nominated by the Promoter, as may be required to obtain usable images for the Promoter’s purposes.
  - (ii) the winning entrant sign such documents as are reasonably required by the Promoter assigning all rights to the use of such photographic images as may be required or desirable, including the exclusive right to reproduce these photographic materials for example, by making prints, brochures, posters, promotional materials and electronic publishing; make the materials and images public for the first time; and include the materials and images in television and internet broadcasts.

Failure to comply with these conditions will make the prize winner ineligible for any prize, in which case a further winner will be chosen.
25. If there is a “tie” in the number of votes received, such that there are more than 20 Photos and Statements to be judged from a State or Territory, all the “tied” Finalist Photos and Statements will be judged as Finalist Photos and Statements. (eg if, for Victoria, the highest voting is 10,000 votes for one Photo and Statement, 9,000 votes for one Photo and Statement, 8,000 votes for one Photo and Statement, and 7,000 for each of nineteen Photos and Statements, then the twenty two Photos

and Statements will be judged as Finalist Photos and Statements from Victoria.)

## **WINNERS**

26. The winners will be notified by email. The notification may include instructions as to how the winner is to claim their prize and establish their entitlement to it.
27. In order to be entitled to a Prize, the winner must, if requested by the Promoter, agree to and sign:
  - (i) an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize; and
  - (ii) a liability release, waiver and/or indemnity in favour of the Promoter and/or any person or other entity associated with this Promotion.

A winner who does not comply with this condition forfeits their Prize.

## **GENERAL**

28. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion.
29. 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, (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 Promotion; (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Promotion (whether as a result of one of the foregoing causes or otherwise).
30. All of the Promoter's decisions are final and no correspondence will be entered into.
31. The Promoter accepts no responsibility for any tax liability incurred as a result of an entrant participating in the Promotion. Entrants should obtain independent tax and financial advice.
32. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their 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 Promotion or prize, 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.
33. Each winner consents to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of

them) in any media and any jurisdiction at any time or times without remuneration for the purpose of promoting this Promotion, the Promoter and/or any of the Promoter's products.

34. Each entrant consents to the Promoter publishing the entrant's Photo and Statement included in an entry in any media and any jurisdiction for up to 1 year after the Entry Period without remuneration for the purpose of promoting this Promotion, the Promoter and/or any of the Promoter's products.
35. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Promotion and publicise its winners and, if an entrant consents, may be used to market its products to the entrant. The personal information of each winner may be provided to others assisting in the conduct of the Promotion, including the Promotion administrator, prize suppliers and deliverers, and to regulatory authorities. Persons may contact the Promoter at the address in condition 1 or by calling 1800 640 111 during business hours, to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize.