

Web Site Terms & Conditions

Welcome to our web site! As a member of the Mars, Incorporated (“Mars”) family of companies, we offer an online information and communications service that we hope you will find entertaining and informative. There are a few rules of the (cyber) road that our visitors must follow when using our site, so we ask all our visitors to read these Web Site Terms and Conditions (“Agreement”) carefully.

Please be sure to read this Agreement carefully, especially the disclaimers and limitations of our liability, since use of this site constitutes your acceptance of, and agreement with, the terms and conditions set out in this Agreement.

We do not intend to make changes to our terms and conditions very often but reserve the right to do so. However, it is always a good idea to double check when you visit our site to ensure that you have read and agree with our most current terms and conditions. Any change in our terms and conditions will be prospective only. We generally do not make any changes to our terms and conditions that have a retroactive effect unless legally required to do so. Your continued use of this site after that time will constitute your acceptance of any new or amended terms.

Intellectual Property Ownership

Copyrights

All copyrights and other intellectual property rights in the artwork, graphics, text, video and audio clips, trademarks, logos and other content available on this web site (“Content”) are owned by Mars or used with permission.

Although you can copy any part of this web site to your own computer for your personal use, you may not copy or incorporate any of the Content available on the web site into any other work, including your own web site, or use the Content in any other public or commercial manner. That means you may not post or redistribute any portion of our web site unless you have a license from us to do so. That also means that Mars retains full and complete title to all such Content, including any downloadable software or code, any images incorporated in or generated by the software, and all data accompanying it. You must not copy, modify, reproduce, upload, transmit, distribute, reverse-engineer, disassemble or otherwise convert it to another form.

You may not change any of the notices regarding copyright, trademarks or other marks that may accompany the Content. If you want to link to the home page of our site, that’s OK, but please don’t use our Content in your own site. You may not deep link (i.e., link to any page other than the home page) to our site without our specific written permission.

Trade Marks

Unless otherwise specified, all trade marks used on this site are the property of Mars or our business partners.

Submissions

We are glad to receive from you any stories, comments, suggestions, ideas, graphics, pictures or anything else, but do please remember that, by uploading or sending us such material through this site, you assign all your interest in it to Mars and, depending on which law applies, Mars will either own the material you send to us on this site or you will be deemed to have granted Mars an exclusive and perpetual license to use it.

That means that all stories, comments, suggestions, ideas, graphics, pictures or other information uploaded or sent to Mars through this site are automatically deemed to be either the property of Mars or can be used by it. This information is not confidential and we can use it as we see fit - that includes reproducing it, disclosing it, publishing it, or broadcasting it here or somewhere else, in this or any other medium now known or later invented. Under no circumstances are you entitled to any payment if we do use your submission for any purpose. You are also bound by any additional rules posted at community or other areas where user-generated content is permitted.

You may not engage in any activities through the web site which are unlawful, offensive, abusive, which violate the rights of third parties, or which inhibit other users from using and enjoying this web site. In particular, you may not upload any content that infringes the rights (including intellectual property rights), or is defamatory, of any third party. You may not monitor or copy Content on the web site, by using any robot, "bot," spider, crawler or other automatic device or manual process, without our written permission, or engage in any activity which interferes with the proper working of the web site. You agree to indemnify, defend and hold harmless Mars and its subsidiaries, affiliates, officers and employees from any damages, liabilities and expenses (including reasonable attorneys' fees) arising from any third party claims resulting from, or arising out of, your use of the web site or posting of content, if permitted. We reserve the right to terminate your access to the web site at any time, without notice, for any reason whatsoever.

Username and Password

Certain features or services offered on or through this web site may require you to open a membership account. You are responsible for maintaining the confidentiality of the information you hold for your account, including your username and password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify us as soon as reasonably practicable of any unauthorised use of your username or password, or any other breach of security in relation to your account.

You may not use anyone else's username or password at any time without the express permission and consent of the holder of that password or account. We will not be liable for any loss or damage arising from your failure to comply with these obligations.

No Endorsements

Although this web site may refer to products or services of third parties or link to third party sites or information, we do not endorse or make any warranties or representations about them. Any links to other sites are provided for your convenience only. You need to make your own decisions regarding third party products, services and web sites.

Privacy Policy

When using this web site, we may collect personal information and behavioural data about you in accordance with our Privacy Policy. Please ensure that you read our Privacy Policy and any consents at registration or application areas, to learn about what personal information we collect at this site, how we handle it and for what purposes we use it. At some sites or for some purposes you must consent for us to allow you to submit personal or other information to us.

You should also note that this web site is hosted by our service provider, Vision Critical Communications Pty Ltd (VCCI). VCCI assists us in preparing questionnaires and surveys (among other things) and collating responses from our visitors.

Use of this Site: Limitation of Liability and Disclaimer

NEITHER MARS NOR ANY OF ITS WORLDWIDE AFFILIATES, NOR ANYONE WHO HELPED DEVELOP, CREATE, PRODUCE OR DELIVER THE CONTENT ON THIS SITE IS LIABLE FOR ANY DAMAGES RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS THEY ACTED WILLFULLY OR WITH GROSS NEGLIGENCE OR THAT LIABILITY MAY NOT OTHERWISE BE LAWFULLY EXCLUDED. THIS INCLUDES, BUT IS NOT LIMITED TO:

- DAMAGES INTENDED TO COMPENSATE YOU DIRECTLY FOR ANY LOSS OR INJURY;
- DAMAGES THAT DO NOT FLOW DIRECTLY FROM AN ACTION, BUT ONLY FROM SOME OF THE CONSEQUENCES OR RESULTS OF SUCH ACTION (CONSEQUENTIAL DAMAGES); AND
- OTHER MISCELLANEOUS DAMAGES AND EXPENSES, SUCH AS INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

THIS EXCLUSION WILL NOT COVER LIABILITY FOR DEATH OR PERSONAL INJURY OR LIABILITY FOR A BREACH OF STATUTORY OR CONTRACTUAL DUTIES.

We use reasonable efforts to ensure that accurate information is provided on this site, but do not guarantee such accuracy, and make no representations regarding the use or results of use of any Content on this site in terms of its accuracy, reliability or any other matter.

WITHOUT LIMITING THE FOREGOING, AND TO THE EXTENT PERMITTED BY LAW, THE FUNCTIONS CONTAINED IN THIS SITE, THE OPERATIONS OF THIS SITE AND ALL CONTENT ON THIS SITE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT (BUT EXCLUDING ANY IMPLIED WARRANTY OR CONDITION WHICH MAY NOT BE LAWFULLY EXCLUDED). THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION ON THIS WEB SITE. THERE IS NO WARRANTY THAT THIS WEB SITE, THE INFORMATION CONTAINED IN IT OR OUR EFFORTS WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS.

While we reserve the right to remove any postings or any other information that we feel may be offensive or otherwise objectionable, we are not responsible for any material posted by any user or for any information whatsoever contained in any linked sites. YOU AGREE THAT MARS AND ITS WORLDWIDE AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DEFAMATORY, OFFENSIVE, INFRINGING OR ILLEGAL CONDUCT OF ANY OTHER VISITOR TO THIS SITE OR ANY OTHER THIRD PARTY.

Other

If any provision of this Agreement is found to be void, unlawful or unenforceable for any reason, that portion shall be deemed severable from these terms and shall not otherwise affect the validity and enforceability of any remaining provisions. Mars enters into this Agreement on its own behalf and on behalf of each of its worldwide affiliates. Accordingly, Mars holds the benefit of and may enforce this

Agreement on behalf of those affiliates. Mars reserves the right to pursue any remedy available to it at law or in equity if you breach this Agreement.

Date: January 2011