

Win a Gourmet Food Experience Competition (“Promotion”)

TERMS AND CONDITIONS

- 1) Information on how to enter the Promotion forms part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
- 2) Entry is only open to Australian residents over 18 years of age. Employees of the Promoter and agencies associated with the Promotion (and their immediate families) are ineligible to enter. Immediate family 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 first cousin.
- 3) The Promotion commences at 9:00am AEDT on 20 January 2017 and closes at 5:00pm AEDT on 20 March 2017 (“Promotion Period”).
- 4) To validly enter the Promotion, individuals must provide their details (including full name, email, address, business name and type, role within the business and size of patronage) and answer the question “Which celebrity would you love to cook for and what would you make?” in 25 words or less on the Tip Top Foodservice website. To be eligible to enter, individuals must be a food professional (for example a chef, catering manager, purchasing manager etc) and work in the food industry..
- 5) There will be one winner of the Promotion. The entrant who submits the most original answer will be the winner. The winner will be determined by the Promoter from amongst all valid entries received by the Promoter during the Promotion Period. The Promoter’s database clock will be the official time keeper for the Promotion.
- 6) The Promoter reserves the right, at any time, to verify the eligibility of any entrant (including, without limitation, an entrant’s identity, age or place of residence) or the validity of their entry. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
- 7) Incomplete or indecipherable entries will be deemed invalid.
- 8) Only one (1) entry is permitted per entrant.
- 9) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to disqualify the entry or entrant.
- 10) The Promotion is a game of skill and chance plays no part in determining the winner. The Promoter may select additional reserve entries which it determines to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The winner will be notified by the Promoter via email to the email address submitted in the entry form and may be announced on the Tip Top Foodservice’s Facebook and in Tip

Top Foodservice direct email marketing.

11) The Promoter's decision in relation to the determination of the winning entry and eligibility to participate is final and no correspondence will be entered into.

12) The winner will win two return economy fare flights from their nearest Australian capital city to Hobart, dinner for two at "Franklin" up to the value of \$500, a two-night stay at Islington Hotel (shared room) up to the value of \$600 (based on a 'Regency Room'), two tickets to MONA including ferry return transfers with drinks and canapes, car hire, a tour of Moorilla Wines, a \$100 voucher for Bruny Island Cheese, a Cascade Brewery tour and a Lark Whisky Distillery visit ("Prize"), and the entrant's submission may be posted on Tip Top Foodservice's Facebook page by the Promoter and may be announced in Tip Top Foodservice direct email marketing.

13) If for any reason a winner does not take the Prize (or any part of it) by the time stipulated by the Promoter (being 6 months from the announcement of the winner), then it will be forfeited.

14) If any part of the Prize is unavailable the Promoter reserves the right, in its absolute discretion, to substitute it with a prize of similar value or specification.

15) The total prize pool value is up to \$1826 excluding flights. The Prize, or any unused portion of the Prize, cannot be transferred to another person, exchanged for other goods or services, or redeemed as cash in whole or in part, unless otherwise specified. Any element of the Prize which is not accepted will be forfeited, and no compensation will be paid in lieu of that element of the Prize.

16) Entrants agree that they are fully responsible for any materials they submit to the Promoter via the Promotion including but not limited to photos, videos, comments, recordings and images ("Content"). The Promoter may reject or decline to publish any Content without notice if it considers such Content inappropriate or offensive, not in accordance with these Terms and Conditions or for any other grounds the Promoter considers reasonable. All Content submitted must be appropriate for general viewing. The Promoter will screen Content prior to publishing it (if relevant).

Entrants warrant and agree that:

a) they will not submit any Content that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity or other rights, defamatory, indecent, obscene, derogatory, voyeuristic, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, identifies individuals protected by a court order, not suitable for children aged under 15, or otherwise unsuitable for publication;

b) the Content shall not contain viruses or cause injury or harm to any person or entity;

c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content to submit the Content for all uses in accordance with these Terms and Conditions;

d) they created the Content or hold the necessary rights (for example copyright) required to submit the Content and they will obtain full prior consent from any person who has jointly created or has any rights (including copyright or other intellectual property rights) in the Content to the uses contemplated by these Terms and Conditions;

e) the Content does not infringe the rights (including intellectual property rights) of any third party;

f) they consent to any use of the Content by the Promoter, its affiliates and sub-licensees as outlined in these Terms and Conditions which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth), or the entrant has obtained such consent from the moral rights holder. This means, for example, that the Promoter is able to use the Content for its own promotional purposes, including on the Tip Top Foodservice website, Facebook or direct email marketing campaigns, without attributing the entrant as the author of the Content; and

g) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

17) As a condition of entering this Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including Content) for the purpose of promoting this promotion (including any outcome) including on the Promoter's social media accounts.

18) If the Promotion is interfered with in any way by a third party or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) to disqualify any entrant; or

(b) to modify, suspend, terminate or cancel the Promotion, as appropriate.

19) Any cost associated with accessing the Tip Top Foodservice website is the entrant's responsibility and is dependent on the Internet service provider used.

20) Nothing in these Terms and Conditions is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law ('ACL'), and any consumer guarantees relating to goods or services under the ACL) which may not be excluded, restricted or modified by agreement ('Your Consumer Rights'). Subject to Your Consumer Rights, the Promoter is not liable for any loss or damage however caused (including by negligence), suffered or incurred in connection with the Promotion or the Prize. Any condition or warranty which would be implied by law into these terms and conditions is excluded.

21) The Promoter collects personal information ("PI") of the entrants (including, for the

avoidance of doubt entrants whose entry is incomplete, invalid or otherwise void) 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 and Prize suppliers. Entry in the promotion is conditional on providing this PI to the Promoter. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.georgewestonfoods.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI of an entrant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

22) The Promotion is being run by the Promoter and is in no way sponsored, endorsed or administered by, or associated with, Facebook, Confessions of a Chef, foodService Magazine, Restaurant and Catering Magazine or Food For Thought Magazine (Associated Entities). Entrants understand that they are providing their information to the Promoter and not to any Associated Entity. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to any Associated Entity or any other organization associated with the Promotion or the Prize. The entrant agrees to completely release all Associated Entities in relation to the Promotion. No Associated Entity will be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

23) These Terms and Conditions are governed by and are to be construed in accordance with the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales to resolve any dispute which arises out of, is in connection with or which otherwise relates to the Promotion (including these Terms and Conditions).

24) The Promoter is George Weston Foods Ltd (ABN 45 008 429 632) of Building A, Level 1, 11 Talavera Road, North Ryde, NSW 2113 foodservice@gwf.com.au