

# SHARE YOUR OPINION AND WIN

## TERMS & CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.
2. Entry is only open to selected Australian residents aged 18 years or older (**Entrants**). The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion.
3. The promotion starts at 7am (AEDT) on 05/11/2014 and will end at 09:00am (AEDT) on 10/11/14 (**Promotional Period**).
4. To enter the promotion, Entrants must, during the Promotional Period:
  - a. Be selected to enter the promotion (selection based on membership of the Keens and McCormick Facebook community) and,
    - b. Correctly complete the online survey form in the manner required. Survey questions will include the mandatory requirement of full name, residential address, current and valid email address and contact telephone number. Entrants must also provide an answer to the promotional question: **"To qualify to WIN 1 of 20 Vouchers, please tell us (in 25 words or less) 'Your BEST SUMMER MEAL IDEA'.**
5. Only one (1) entry per person is permitted.
6. All valid entries will be judged by a panel of appropriately qualified judges by 17/11/14 at Level 1, 544 High Street, Prahran VIC 3181 to determine twenty (20) winners judged to be the best from all eligible entries received. All eligible entries will be judged on a basis of originality and creative merit of their answer to the promotional question. This is a game of skill and chance plays no part in determining the winner. The winners will be notified in writing within two working days of the judging. All reasonable steps to notify the winners will be taken by the Promoter. Judges' and the Promoter's decisions are final;

7. The best twenty (20) entries, judged from all eligible entries received, will win a coles myer gift card valued at \$30. The contents of this prize pack will be chosen at the Promoter's discretion.
8. The total prize pool is valued at \$600.
9. If winners are unable to be notified a subsequent judging will take place of all remaining eligible entries at 12 noon (AEDT) on 17/12/14 and will be conducted at the same location as the original draw. Winners of the unclaimed judging will be notified immediately after the judging by phone and in writing.
10. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then the entry of that Entrant will be ineligible and deemed invalid.
11. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses, phone numbers or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet.

12. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
  
13. The Promoter reserves the right to disqualify any Entrant for submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language.
  
14. All entries become the property of the Promoter and will not be returned to the entrant. Each entry statement must be the entrant's original work. By entering this competition entrants:
  - a. consent to the Promoter making copies of or publishing the whole or any part of their entry (including the entry statement) and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes;
  - b. undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
  - c. grant the Promoter a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to use their entry submitted as part of this competition for any purpose;
  - d. permit the Promoter to edit, adapt and alter their entry for inclusion on the Facebook Page;
  - e. acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;
  - f. warrant that they own or have the right to license the copyright in any entry submitted by them into this competition, for the purposes of this competition, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this competition, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);
  - g. warrant that their entry does not include any content that contravenes any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court;
  - h. warrant that their entry does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so; and
  - i. warrant that their entry contains no virus or other computer code or material embedded in it which may have a negative impact on the Facebook Page or any network or third party computer systems.

15. If the prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize of equal or greater value will be awarded in lieu.
16. The winners will be notified in accordance with the Winner Notification section of these conditions.
17. The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
18. The Promoter may require winners to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.
19. Entries not fully complying with these conditions of entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry that has not already received a prize.
20. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
21. The Promoter's decision is final and no correspondence will be entered into.
22. The prize is not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If a prize or any element of a prize is unavailable for any reason, the Promoter may substitute for that prize or element of that prize another item of equal or higher value as determined by the Promoter.
23. If this promotion is interfered with in any way 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

24. 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, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions 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)*.
25. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Prizes will be delivered in Australia only. Winners should allow up to 28 days to receive the prize.
26. This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
27. If for any reason any aspect of this competition 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 competition, or invalidate any affected entries.
28. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will 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.
29. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants. Those disclosures may include disclosures to organisations in locations such as McCormick Foods USA. If the

entrant has marked the “opt-in” box on the entry form, the entrant consents to the storage of their personal information on the Promoter’s database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter’s products including contacting the entrant via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter’s Privacy Policy, located at <http://www.mccormick.com.au/privacy-policy.aspx> contains information about:

- a. how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
  - b. how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.
30. The Promoter is McCormick Foods Australia (ABN 62 004 763 259), Private Bag 31, Clayton South, Victoria 3169.