

**Australian Macadamias Innovation Challenge 0954 Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>	
<b>Promotion:</b>	Australian Macadamias Innovation Challenge 0954
<b>Promoter:</b>	Australian Macadamia Society Limited ABN 19 010 689 415, 113 Dawson Street, Lismore, NSW 2480, Australia. Ph: (02) 6622 4933
<b>Promotional Period:</b>	<b>Start date:</b> 09/10/17 at 09:00 am AEDT <b>End date:</b> 17/12/17 at 11:59 pm AEDT
<b>ELIGIBILITY REQUIREMENTS</b>	
<b>Eligible Entrants:</b>	<p>a) Entry is only open to Australian residents who are 18 years and over on End Date who are either:</p> <ol style="list-style-type: none"> <li>i. Tertiary education student at End Date who are studying Food Science and Technology or a related field; <u>OR</u></li> <li>ii. Professional Food Technologist, Food Product Developer, Research and Developer or trained and working in a related field.</li> </ol> <p>b) All entrants must be available for the Judging Event (to be held in Byron Bay) on 1 March 2017.</p> <p>c) To be eligible to enter, the entrant must create a new (or significantly improved or adapted) packaged food product using macadamias as an ingredient ("<b>Design</b>"). Exact requirements/criteria for the design will be specified at <a href="http://www.macadamiachallenge.com.au">www.macadamiachallenge.com.au</a>.</p>
<b>Eligibility for the University Category (Can enter as INDIVIDUAL or TEAM):</b>	<p>a) Entry may be as a "Team" or "Individual".</p> <p>b) A Team entry can have a maximum of two (2) Individuals.</p> <p>c) All individual entrants/members of the Team must meet the criteria listed in clauses a)(i), b) and c) of the eligible entrants criteria above.</p> <p>d) The team members should remain the same throughout the Promotion.</p> <p>e) If more than one entry is chosen for the Judging Event from the same Team/Individual, the highest ranking entry will advance to the Judging Event and the other chosen entries will be discarded.</p>
<b>Eligibility for the Professional Category (INDIVIDUAL or TEAM):</b>	<p>a) Entry may be as a "Team" or "Individual".</p> <p>b) A Team entry can have a maximum of two (2) Individuals.</p> <p>c) All individual entrants/members of the Team must meet the criteria listed in clauses a)(ii), b) and c) of the eligible entrants criteria above.</p> <p>d) The team members should remain the same throughout the Promotion.</p> <p>e) If more than one entry is chosen for the Judging Event from the same Team/Individual, the highest ranking entry will advance to the Judging Event and the other chosen entries will be discarded.</p>
<b>Entries Permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Each Design submitted must be different. The entrant is eligible to win a maximum of one (1) prize. By completing the entry method, the entrant will receive one (1) entry.
<b>Additional Significant Conditions:</b>	<ul style="list-style-type: none"> <li>• Entries cannot be returned and are the property of the Promoter.</li> <li>• The winners must be prepared to take part in publicity accompanying or resulting from the Promotion. No additional compensation will be awarded for such promotional activities.</li> <li>• The Promoter reserves the right in its absolute discretion to add to or waive any of these terms and conditions, or to cancel the Promotion at any stage, including in the event of circumstances arising beyond its reasonable control.</li> <li>• Victoria, Australia, law applies and the courts in Victoria, Australia shall have exclusive jurisdiction over any proceedings in connection with this Promotion.</li> <li>• Please refer to clause 15 and 16 of the Terms for specific conditions about the Intellectual property rights of the creation.</li> </ul>
<b>ROUND ONE – Shortlisted Finalist Designs</b>	
<b>Online Entry:</b>	To enter the Promotion, the entrant/s must, during the Entry Period, visit <a href="http://www.macadamiachallenge.com.au">www.macadamiachallenge.com.au</a> follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address and mobile number), all eleven (11) sections of the form, and must attached their Design submission as prompted.
<b>Judging Criteria:</b>	The Design submitted will be judged and awarded points on the following Criteria:

	<ul style="list-style-type: none"> <li>• Name of creation (maximum of 5 points),</li> <li>• Consumer insight or trend behind the creation (maximum of 10 points),</li> <li>• Demonstration that the product is new to market or if a variant on an existing product how it is adapted or significantly approved (maximum of 5 points),</li> <li>• Ingredients (maximum of 5 points),</li> <li>• Method (maximum of 5 points),</li> <li>• Consideration for mass production (maximum of 10 points),</li> <li>• Key quality attributes (maximum of 10 points),</li> <li>• Photo of the Design (maximum of 5 points).</li> </ul> <p>Visit <a href="http://www.macadamiachallenge.com.au">www.macadamiachallenge.com.au</a> for criteria descriptions.</p>
<b>Number of Winners:</b>	<p>A total of ten (10) entries as determined to be best by the judges will proceed to the Judging Event (“<b>Shortlisted Finalist Designs</b>”). The Shortlisted Finalist Designs will be made up of the following:</p> <ul style="list-style-type: none"> <li>• <u>University Category (Individual entries only)</u>: The highest ranked entries will advance to Round 2, the Judging Event. <ul style="list-style-type: none"> <li>○ A minimum of three (3) individual entries</li> </ul> </li> <li>• <u>Professional Category (Individual entries only)</u>: The highest ranked entries will advance to Round 2, the Judging Event <ul style="list-style-type: none"> <li>○ A minimum of three (3) individual entries</li> </ul> </li> <li>• <u>Professional Category AND University Category (Team entries only)</u>: The highest ranked entries will advance to Round 2, the Judging Event <ul style="list-style-type: none"> <li>○ A minimum of three (3) team entries</li> </ul> </li> </ul> <p><b>Tie-break mechanic:</b> In the event of a tie for a top 10, the Promoter will break the tie by re-judging those tied, with the best based on the overall combination of the judging criteria above, as determined by the judges, proceeding to Shortlisted Finalists list.</p>
<b>PRIZE - Shortlisted Finalist Designs:</b>	<p>The Shortlisted Finalists will receive a trip to Byron Bay to attend the Finals on 1 March 2018. Prize estimated value is AUD\$1,500 per person, and includes:</p> <ul style="list-style-type: none"> <li>• return economy class flights from the winner's nearest capital city to Byron Bay (only provided if the winner does not reside in Byron Bay);</li> <li>• invitation to the winner's reveal event;</li> <li>• 1 night's four-star twin share accommodation; and</li> <li>• a return transfer from Byron Bay to accommodation.</li> </ul> <p>If the Shortlist Finalist Design is from a team, both members of the team will be awarded the Prize.</p>
<b>ROUND TWO - Finals</b>	
<b>Judging Event:</b>	<p>The entrant/s must attend the Judging Event on 1 March 2017 in Byron Bay, present an oral presentation to the judges and provide the judges with a sampling of the Design.</p>
<b>Judging Criteria:</b>	<p>The Design submitted will be judged and awarded points on the following Criteria:</p> <ul style="list-style-type: none"> <li>• Oral Presentation: <ul style="list-style-type: none"> <li>○ Name of creation (maximum of 5 points),</li> <li>○ Consumer insight or trend behind the creation (maximum of 5 points),</li> <li>○ Demonstration that the product is new to market or if a variant on an existing product how it is adapted or significantly approved (maximum of 5 points),</li> <li>○ Ingredients and method (maximum of 5 points),</li> <li>○ Consideration for mass production (maximum of 5 points),</li> <li>○ Key quality attributes (maximum of 10 points),</li> <li>○ Photo of the Design (maximum of 5 points),</li> </ul> </li> <li>• Sample of Design: <ul style="list-style-type: none"> <li>○ Taste of creation (maximum of 10 points).</li> </ul> </li> <li>• Judges discussion.</li> </ul> <p>Visit <a href="http://www.macadamiachallenge.com.au">www.macadamiachallenge.com.au</a> for criteria descriptions.</p>

<b>Number of Winners:</b>	<ul style="list-style-type: none"> <li>University Category (Individual entry only): One (1) winner will win Prize 1 as specified below.</li> <li>Professional Category (Individual entry only): One (1) winner will win Prize 2, as specified below.</li> <li>University and Professional Category (Team entry only): One (1) team, being two (2) winners will win Prize 3, as specified below.</li> </ul>
<b>PRIZES</b>	
<b>University Category (INDIVIDUAL entries only):</b>	<p><b>Prize 1:</b> The prize is a trip to Paris, France to attend SIAL Exhibition from 20/10/18 to 25/10/18. Prize estimated value is AUD\$7,500 and includes:</p> <ul style="list-style-type: none"> <li>return economy class flights for winner only from the winner's nearest capital city to Paris;</li> <li>a return transfer from Charles de Gaulle Airport to accommodation;</li> <li>5 nights' four-star twin share accommodation;</li> <li>a return transfer from accommodation to Sial Paris 2018 departing on 22/10/18 and returning on 25/10/18;</li> <li>1 x 2 day adult pass to SIAL Exhibition, Paris from 09:00 am on 21/10/18 to 05:00 pm on 25/10/18; and</li> <li>AUD\$1,000.00 spending money paid in cash.</li> </ul>
<b>Professional Category (INDIVIDUAL entries only):</b>	<p><b>Prize 2:</b> The prize is a trip to Paris, France to attend SIAL Exhibition from 20/10/18 to 25/10/18. Prize estimated value is AUD\$7,500 and includes:</p> <ul style="list-style-type: none"> <li>return economy class flights for winner only from the winner's nearest capital city to Paris;</li> <li>a return transfer from Charles de Gaulle Airport to accommodation;</li> <li>5 nights' four-star twin share accommodation;</li> <li>a return transfer from accommodation to Sial Paris 2018 departing on 22/10/18 and returning on 25/10/18;</li> <li>1 x 2 day adult pass to SIAL Exhibition, Paris from 09:00 am on 21/10/18 to 05:00 pm on 25/10/18; and</li> <li>AUD\$1,000.00 spending money paid in cash.</li> </ul>
<b>Professional and University Category (TEAM entries only):</b>	<p><b>Prize 3:</b></p> <ul style="list-style-type: none"> <li>2 x \$2,500 cheque awarded to each member of the Team.</li> </ul>
<b>General Prize Conditions:</b>	<p>No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified by the Promoter.</p> <p>All travelers are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. All travelers apart of the same team must depart from and return to the same departure point and travel together. Frequent flyer points will not be awarded and do not form part of a prize. Travel itinerary will be determined by the Promoter in its absolute discretion.</p> <p>Spending money, meals, taxes (excluding airline and airport taxes), travel insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description specified herein, are not included and are the responsibility of the winner. Travelers may be required to present their credit card at check in.</p> <p>Prizes are subject to the standard terms and conditions of individual prize and service providers. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</p> <p><b>Specific Conditions:</b> Prizes 1 and 2 is for or relates to SIAL Exhibition at Paris from 09:00 am on 21/10/18 to 05:00 pm on 25/10/18 (the "Event"). If the winner is unwilling or unable to attend at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.</p>

	The SIAL Exhibition ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
<b>Unclaimed Prizes:</b>	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
6. The Shortlisted Finalists and winners will be determined by skill. Chance plays no part in determining the winners/ Shortlisted Finalists. The judges' decision is final and binding and no correspondence will be entered into.
7. All reasonable attempts will be made to contact each winner.
8. No part of this prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified by the Promoter.
9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
10. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
11. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
13. No entry fee is charged by the Promoter to enter the Promotion.
14. All entries will be the property of the Promoter.
15. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to recipes, know how, ingredients list, how to instructions and methodology and their answers to questions on the entry form relating to their product ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to use any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for use or publication;

- b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- c) they will obtain prior written consent from any person or from the owner(s) of any property that is used in or that appears in their Content;
- d) the Content is the original work of the entrant that they own all intellectual property rights in or they will obtain full prior consent, in writing, from any person or entity who has jointly created or has any rights in the Content (including but not limited to their employer) to the uses and assignments contemplated by these Terms and Conditions. For the avoidance of doubt, if an entrant creates the Content or any part of the Content in the course of their employment, where intellectual property and other rights in the Content or any part of the Content may vest in their employer, or the Content, any part of the Content, or any rights therein, may in any other way be owned or restricted by their employer or any other entity or person, the entrant must obtain full prior consent from their employer, or any other person or entity, as applicable, to the uses and assignments of the Content to the Promoter, as contemplated by these Terms and Conditions;
- e) the Content, and the assignment or any use of the Content by the Promoter or any party authorised by the Promoter, does not and will not infringe the rights of any third party;
- f) they unconditionally and irrevocably consent (and, where applicable, agree to procure that their employer and/or any other person who may have any moral rights in the Content, unconditionally and irrevocably consents) to all or any acts or omissions by the Promoter or any persons or entities authorised by the Promoter which may infringe any moral rights of the entrant or any other creator/person in the Content, as described in Part IX of the *Copyright Act 1968*, or any analogous rights that exist or may come to exist anywhere in the world; 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' equipment, computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

16. As a condition of entering this Promotion, each entrant agrees to assign (and agrees to procure any other individual and/or entity that has any rights in the Content, including but not limited to their employer, to assign) all of their rights, title and interest, including but not limited to all present and future copyright and other intellectual property rights throughout the world, in and to their entry (which shall include all Content) to the Promoter, and to execute any documents as provided to them by the Promoter to confirm such assignment. Entries will not be returned to any entrant. For the avoidance of doubt, each entrant agrees to take all actions, including without limitation the delivery and execution of any documents or instruments as may be required by the Promoter from time to time in order to give effect to the provisions of this clause and any moral rights waiver, including procuring that any individual and/or entity (including but not limited to their employer where, applicable) effect an assignment of any intellectual property and other rights in the Content to the Promoter that they may hold, and any moral rights waiver.
17. Further to clauses 15 and 16, at least thirty (30) shortlisted entrants will be contacted by 12th of January 2018 and will be required to execute documents relating to their availability to travel to the Judging Event confirming their agreement to the Terms and Conditions and executing (and procuring any third party, as applicable, to execute) all documents necessary to affect the assignment of all rights, title and interest to the Content they submit via the Promotion to the Promoter.
18. Entrants' personal information will be collected by the Promoter and Horticulture Innovation Australia. Personal information will be stored on the Promoter's and Horticulture Innovation Australia 's databases. Horticulture Innovation Australia and the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.australian-macadamias.org/consumer/privacy-policy>. Horticulture Innovation Australia 's privacy policy can be found at <http://horticulture.com.au/privacy-policy/>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to

enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach.

19. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
20. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
21. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).
22. If for any reason any aspect of this Promotion 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 suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
23. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
24. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
25. 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 or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
26. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
27. A prize is a single event for the winner and cannot be separated into separate events or components.
28. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.