

Terms and Conditions – Bake Club Round #40

General

1. The Promoter is News Life Media Pty Ltd. (ABN 73163992774) of 2 Holt St, Surry Hills, 2010. Telephone number +61 2 8045 5090.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>.

This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php

This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.

Who Can Enter

4. Entry is open to all residents of Australia over the age of 18 except employees and immediate families of News Life Media Pty Ltd and their associated companies and agencies and participating outlets. 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 1st cousin.
5. Entrants into this competition must be 18 years of age or older as at the date of entry.
6. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When To Enter

7. The competition commences on 30/11/2023 at 11:59 pm AEDT and concludes on 02/01/24 at 11:59 pm AEDT.

Entries must be received by the Promoter prior to the competition close date and time.

8. The time of entry will in each case be the time the online entry is received by the delicious brand database, not at the time of transmission by the entrant.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.

How To Enter

10. Entry is by visiting www.delicious.com.au/bakeclub and reading the recipe. For your chance to win, match or better the challenger's recipe and post your version on either Facebook (www.facebook.com/groups/deliciousbakeclub) or on Instagram using the hashtag #deliciousbakeclub and #bakeitdelicious
11. To enter via Instagram your account must be set to public
12. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
13. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
14. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winners' entry are of a type described in this clause.
15. Any entry that is made on behalf of an entrant by a third party will be invalid.
16. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter,

engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

Number Of Entries Permitted

17. Entrants may enter as many times as they like. Only one prize will be awarded.

Determination & Notification Of Winner:

18. Winner determined 3:00pm (AEDT) on 14/01/24 at 2 Holt St, Surry Hills, NSW 2010. The entry deemed the most creative and/or improved by the delicious marketing and editorial teams will win.
19. This competition is a game of skill. Chance plays no part in determining the winner.
20. If any particular determination is scheduled on a public holiday, the determination will take place on the following business day.
21. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
22. The winner will be notified either by direct message on Instagram or announcement in the delicious. Facebook group (www.facebook.com/groups/deliciousbakeclub) within five working days of being determined.

The winner must then provide their email for the delicious. marketing or editorial teams to contact, or the winner will be given an email to reach out to.

23. The Winner of prize will be published online www.delicious.com.au/bakeclub
24. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
25. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
26. If the winners have not claimed the prize by 14/03/24 then he or she will forfeit the prize and no prize will be awarded.

Prize On Offer

27. One entrant will win a **KIP & CO ISLAND STRIPE WATER JUG - RRP \$99**
28. By entering this competition and by collecting a prize the winner acknowledges and accepts they will need to provide their finalist recipe to the delicious team before accepting the prize.
29. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return anything awarded back to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
30. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
31. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
32. The Promoter reserves the right to re determine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Further Terms & Conditions

33. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

34. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
35. If the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic or epidemic or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
36. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

Copyright

37. In consideration of the Promoter awarding the prize to the winner, the winner permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.
38. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (**Works**). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide, sublicensable licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the Promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities. The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

Limitation Of Liability

39. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.
40. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Social Media Involvement

41. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>

This promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at: http://www.facebook.com/promotions_guidelines.php

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All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.

42. Instagram membership and the use of Instagram generally are subject to the Instagram prevailing terms and conditions of use available at <http://instagram.com/legal/terms/>. The promotion is in no way sponsored, endorsed or administered by Instagram, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, the Promoter, Instagram and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.
43. All Instagram accounts must be public in order for the Promoter to communicate with them and notify if they're winners for the promotional period and the judging period. If they are not, they will not be considered for judging.

Entry Details & Privacy

44. [Salamat Digital Pty Limited, on behalf of the Promoter, is collecting the entrant's personal information for the purpose of conducting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion].
45. The Promoter collects information about entrants, including for example their name and contact details which are provided when entering this competition and when registering or using Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter collects and uses that information to run this competition, to provide entrants with Promoter's goods and services, to promote and improve its goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants' information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants' information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants' personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found in the Promoter's Privacy Policy <https://preferences.news.com.au/>