

Terms and Conditions – delicious. 250th Issue Giveaway (“Promotion”)

Particulars

This table sets out the particulars of the Promotion.

Name of promotional competition (Promotion)	delicious. 250th Issue Giveaway
Promoter	News Life Media Pty Ltd. (ABN 73163992774) 2 Holt St, Surry Hills, 2010. Telephone number +61 2 8045 5090
Promotion period starts	17/07/2024 09:00 (AEST)
Promotion period ends	14/08/2024 23:59 (AEST)
Eligibility requirements	Must be 18 years old or over Must be residents of Australia
Limit on number of entries which can be made by any one person	One entry per person
How to enter	Entrants can enter by visiting https://www.delicious.com.au/people-events/delicious/article/250th-delicious-magazine-giveaway/dbk6g333 and completing the online entry form in accordance with the instructions on the website by telling us in 25 words or less ‘What your favourite <i>delicious.</i> recipe is, and why.’ The cost of accessing the promotional website will be dependent on the entrant’s individual Internet Service Provider
Promotion website	https://www.delicious.com.au/people-events/delicious/article/250th-delicious-magazine-giveaway/dbk6g333
Prizes	Prize is a Prezsee Smart eGift Card distributed via Prezsee.com.au. The prize is valued at \$250 AUD (RRP). There are 20 prizes to be won. Total prize pool is valued at \$5,000 AUD (RRP). Gift card details: The Prezsee Smart eGift card can only be exchanged for individual retailer gift cards online. These individual retailer gift cards can be redeemed in-store or online, dependent on retailer terms and conditions. Please review all applicable retailers’ terms and conditions prior to the purchase of any Gift Card. More details
Judges of entries to choose winners	A panel of 3 staff from the delicious. marketing and editorial team.
Judging criteria	The 20 most creative, considered, and innovative entries.
Judging time/place	At 3:00pm (AEST) on 16/08/2024 at 2 Holt Street, Surry Hills, 2010

Second Round Date	15/11/2024
Winner notification website (for publication of winner details)	https://www.delicious.com.au/people-events/delicious/article/250th-delicious-magazine-giveaway/dbk6g333

Terms and conditions

General

1. The above Particulars and information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions prevail.

Who can enter?

2. Entry is open to all persons who meet the eligibility requirements set out in the Particulars except that directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion including of any prize provider are not eligible to enter the Promotion. Eligibility requirements must be met at the time of entry and at the time of determining prize winners.
3. The Promoter reserves the right at its sole discretion 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. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

4. Promotion opens and closes as set out in the Particulars (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
5. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
6. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries 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 are invalid and will not be accepted.

How to enter

7. How to enter details are as set out in the Particulars.
8. Entrants must take full responsibility for their entry content and ensuring that their entry complies with these terms and conditions. "Entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. 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. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:

- (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
- (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry includes content as described in any of paragraphs (a) to (c) above.

9. Entrants must not:
- (a) tamper with the entry process;
 - (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
 - (c) submit an entry that is not in accordance with these terms and conditions;
 - (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;
 - (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
 - (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter.

10. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

11. Only one entry is permitted per person

Judging and Notification of winner

12. The winner/s will be the valid entry/ies submitted in accordance with these terms and conditions that is/are judged to be a winning entry in accordance with the Particulars.
13. If any particular judging is scheduled on a public holiday, the judging will be conducted on the following business day.
14. 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.
15. The winners:
 - a) will be notified in writing (which may be by letter, email, facsimile or SMS) within 14 days of being determined and may also be telephoned to advise of the winning; and
 - b) if resident in NT, will have their details published in a local or national newspaper; and
 - c) (except those resident in SA) will have their first name or first initial, surname and postcode published on the Winner notification website set out in the Particulars approximately 7 days after the final draw date and will remain on the website for a minimum of 30 days; or
 - d) (who are resident in SA) will have their last name, initial of the first name and postcode (except for any winner who has requested that their name and postcode not be so published) published within 30 days of the drawing of the prize winners.
16. Prizes will be awarded to the person named in each winning 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).
17. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.
18. At the same time as the initial judging, the judge/s will select the next best entries (on the same judging criteria) after the winning entry/entries and these entries will only become winners if there is any unclaimed prize at the Second Round Date.

Prize on offer

19. Prizes are as set out in the Particulars.
20. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
21. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
22. Prizes cannot be transferred, exchanged or redeemed for cash.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the

responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.

24. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.

Prize clauses

25. Gift vouchers will be distributed via Prezzy.com.au and are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
26. The Prezzy Smart eGift card can only be exchanged for individual retailer gift cards online. These individual retailer gift cards can be redeemed in-store or online, dependent on retailer terms and conditions. Please review all applicable retailers' terms and conditions prior to the purchase of any Gift Card.

Further Terms and Conditions

27. 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, epidemic or pandemic, or public health order, 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.
28. If the prize is unavailable, for whatever reason including (without limitation) due to causes beyond the control of the Promoter, including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, 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 a 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.
29. Without limiting the previous clause, if the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic, epidemic, public health order or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
30. 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.
31. In consideration of the Promoter awarding the prize to each winner, each 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.

Limitation of Liability

32. 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.
33. 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.

Entry details and privacy

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 at <https://preferences.news.com.au/privacy>. Despite the foregoing and despite anything in the Promoter's Privacy Policy to the contrary, we will not provide information about your entry into this competition to any of: Punters Paradise Pty Ltd or Racing Internet Services Pty Ltd.