

## Promotion Terms and Conditions – Game of Skill

Terms defined in this table are referenced throughout the operative terms and conditions below and carry the same meaning as in this table.

Word	Description/Meaning
<b>Cosponsor</b>	Flavour Creations Pty Ltd
<b>Address</b>	26-32 Murdoch Circuit, Acacia Ridge QLD 4110, Australia
<b>ABN</b>	73 078 198 320
<b>Telephone/Fax</b>	+61 7 3373 3000 / +61 7 3373 3099
<b>Promoter</b>	The Institute of Hospitality and HealthCare (IHHC)
<b>Address</b>	PO BOX 576, Crows Nest, NSW 1585
<b>ABN</b>	64 005 887 570
<b>Telephone / Fax</b>	03 9895 4450
<b>Promotion Details</b>	
<b>Promotion</b>	2024 Flavour Creations Texture Modified Food Award
<b>Versions of this Promotion</b>	Online only
<b>Promotion Website (“Website”)</b>	FlavourCreations.com.au/tmfAwards and ihhc.org.au
<b>Promotion Period</b>	24/01/24 at 9.00am AEST to 30/08/24 at 11.59pm AEST
<b>Entry Details</b>	
<b>Eligible Entrants</b>	Australian residents aged 18 years and older (Entrant) who submit an entry in accordance with these Terms and Conditions.
<b>Number of Allowable Entries</b>	Multiple Entries are permitted, subject to the following: <ul style="list-style-type: none"> <li>a) each Photograph and Dish must be substantially unique;</li> <li>b) each Entry must be submitted separately and in accordance with Entry requirements;</li> <li>c) the Photograph must not be retouched or edited and must not contain any watermarks or branding.</li> </ul>
<b>Eligible Entry</b>	<p>To enter the Promotion, each Entrant must complete the following steps during the Promotion Period:</p> <ul style="list-style-type: none"> <li>a) <b>Cook:</b> prepare an original IDDSI Level 4 Pureed dish, including texture appropriate garnish ("Dish").</li> <li>b) <b>Snap:</b> take a photograph of their Dish, showcasing the Dish's appetite appeal and plating ("Photograph"); and</li> <li>c) <b>An Opportunity to Win:</b> Email photograph to <a href="mailto:Shapelt@FlavourCreations.com.au">Shapelt@FlavourCreations.com.au</a> (each an "Entry" or collectively "Entries").</li> </ul> <p>Information required:</p> <ul style="list-style-type: none"> <li>• Contact details (First name, last name, email, phone, occupation, Workplace name)</li> <li>• Recipe name</li> <li>• Photo of the Dish</li> <li>• Recipe#, if a finalist</li> </ul> <p>#Recipe includes ingredient, methods, cook time, serving and theoretical nutrition table.</p>

Prize Details	
<b>Total Prize Retail Value</b>	AU\$7,270
<b>Prizes</b>	<p>Entrants to the Promotion will stand to win one of the following prizes:</p> <p><b>1 x First Prize valued at AUD \$4,010</b></p> <ul style="list-style-type: none"> <li>• Award trophy valued at \$120, presented at the IHHC National Conference Gala Dinner on 09 October 2024 at the Crown Perth, Western Australia.</li> <li>• \$1000 cash prize issued via a bank transfer<sup>^</sup> to the nominated bank account.</li> <li>• 2 x IHHC National Conference Gala Dinner Tickets on 09 October 2024 at the Crown Perth, WA valued at \$240.</li> <li>• 1 x 12-month IHHC Membership valued at \$120, commencing November 2024</li> <li>• Guest virtual judge for the 2025 Texture Modified Food Awards.</li> <li>• Nationwide exposure valued at \$2,100. See below for prize inclusions.</li> <li>• Shape It Prize Pack valued at \$330. See below for prize inclusions.</li> </ul> <p><b>1 x Runner Up Prize valued at AUD \$3,260</b></p> <ul style="list-style-type: none"> <li>• Award trophy valued at \$120, presented at the IHHC National Conference Gala Dinner on 09 October 2024 at the Crown Perth, WA</li> <li>• \$250 cash prize issued via a bank transfer to the nominated bank account.</li> <li>• 2 x IHHC National Conference Gala Dinner Tickets on 09 October 2024 at the Crown Perth, Western Australia valued at \$240.</li> <li>• 1 x 12-month IHHC Membership valued at \$120, commencing November 2024</li> <li>• Nationwide exposure valued at \$2,100. See below for prize inclusions.</li> <li>• Shape It Prize Pack valued at \$330. See below for prize inclusions.</li> </ul> <p><b>Nationwide Exposure:</b></p> <ul style="list-style-type: none"> <li>• Press release, social media and newsletter announcements to over 10,000 healthcare professionals valued at \$1,000</li> <li>• Work published in the IHHC National Magazine valued at \$500</li> <li>• Flavour Creations recipe development invitation: <ul style="list-style-type: none"> <li>▪ Access to Flavour Creations development kitchen to craft new Shape It Instant recipes shared with food service kitchens nationwide.</li> <li>▪ Return economy flights to Brisbane valued up to \$400</li> <li>▪ One nights' accommodation in a hotel room valued up to \$300</li> </ul> </li> </ul> <p><b>Shape It Prize Pack:</b></p> <ul style="list-style-type: none"> <li>• 10 x Shape It Moulds valued at \$227.37.</li> <li>• 1 x Shaped It Apron valued at \$30.</li> <li>• 2 x 200g can of Shape It Instant Powder valued at \$71.98.</li> </ul> <p><sup>^</sup>Bank transfer may take up to 2 weeks from the time of details being provided.</p>
<b>Judges</b>	<p>A panel of seven(7) judges from the Promoter and Co-Sponsor, will determine the Prizes:</p> <ol style="list-style-type: none"> <li>One (1) 2023 Texture Modified Food Award Winner,</li> <li>Two (2) Flavour Creations employees,</li> <li>One (1) Residential Aged Care Home Dietitian,</li> <li>One (1) RACH Speech Pathologist,</li> <li>One (1) IHHC Conference committee member, and</li> <li>One (1) IHHC National Board member.</li> </ol>
<b>Date and Time of Prize Judging</b>	Prize judging will be at 2:00pm AEST on 09/09/24
<b>Location of Prize Judging</b>	Teams Meeting

<b>Method of Prize Judging</b>	At the end of the Promotion Period, Judges will apply the following criteria: a) <b>Presentation</b> – styled, plated and photographed for maximum visual appeal – 1-5 points b) <b>Creativity</b> - The dish showcases creative development and resembles original food An inspired, jazzy recipe name.– 1 – 5 points. c) <b>Originality</b> - Entrant has developed an original IDDSI Level 4 Pureed dish – 1 – 3 points d) Any other criteria the Judges deem appropriate
<b>Prize Winners Notification &amp; Presentation Date and method</b>	Prize Winners will be notified via email and/or phone on 09/09/24, with Prize Winners announced and awarded on 09/10/24 at the IHHC National Conference Gala Dinner, Crown Perth, Western Australia.
<b>Prize Publication Method &amp; Date</b>	Winners names will be published on 10/10/24 on ihhc.org.au, and Flavour Creations and IHHC social pages.
<b>Prize Conditions</b>	
<b>Time for Redemption</b>	3 business days
<b>Non-Cash Prize</b>	A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.
<b>Costs in Excess of the Prize</b>	The amount by which the Prize Value is exceeded.
<b>Time Limits</b>	NA
<b>Individual Terms &amp; Conditions</b>	1.1 Booking and stay must be completed within 12 months of Date of Prize Presentation 1.2. Any flights, meals, spending money, items of a personal nature and any other ancillary costs, including but not limited to insurance and any applicable insurance access are not included and are at the responsibility of the Winner. 1.3. Prize (in whole or in part) is non-transferable or exchangeable and cannot be taken as cash unless otherwise stated. 1.4. Cancellations and amendments may incur a fee and are to be paid in cash by the Prize Winner at the time of change. 1.5. If for any reason a Winner cannot accept the prize in accordance with these Terms and Conditions, or does not take an element of the prize during the stated period, and on the conditions stipulated by the Promoter or any third parties, the relevant component of the prize will be forfeited and cash will not be awarded in lieu of the prize. 1.6. Any taxes, liabilities and costs not included with the Prize are the responsibility of the Winner.

## **Operative Terms & Conditions**

### **1. General**

- 1.1 Information on how to enter and on prizes form part of the Terms and Conditions. Entry into this Promotion deems acceptance of these Terms and Conditions.
- 1.2 To the extent of any inconsistency between these Terms and Conditions and any other reference to this Promotion, these Terms and Conditions prevail.
- 1.3 Promotion commences at 09:00am AEST on 24/01/24 and ends at 11:59pm AEST on 30/08/24 ("Promotional Period").
- 1.4 The time of entry will in each case be the time the online entry is received on the Promotional Website, not at the time of transmission by the entrant.
- 1.5 Entries not received by Promotion End Date and Time or not completed in accordance with these Terms and Conditions will not be eligible to win.
- 1.6 Where no eligible entries have been received, the Promoter has the discretion to cancel the Competition.
- 1.7 The Promoter's decision in all instances is final and no further correspondence will be entered into.
- 1.8 The Promoter reserves the right to amend these Terms and Conditions. The Promoter may also cancel or suspend this promotion if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this promotion.

### **2. Prize Terms**

- 2.1 Prize awarded on Date and Time of Prize Judging.
- 2.2 Winner to receive Prize as at the Total Prize Retail Value described in the table above.
- 2.3 If for any reason the Prize is not available, the Promoter reserves the right to substitute another item for the Prize, in its sole discretion, of equal or higher value, subject to Regulatory Authority approval.
- 2.4 Total Prize Retail Value is correct at the time of publication.

### **3. Entry Terms**

- 3.1 Contest is open to Eligible Entrants only.
- 3.2 Eligible Entrants must comply with the Number of Allowable Entries.
- 3.3 Each entry must comply with these Terms and Conditions.
- 3.4 Entries must be submitted separately and each entry must individually meet the Eligible Entry.
- 3.5 Entrants will be uniquely identified by their submitted full name, email address or phone number.
- 3.6 Where there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 3.7 Entries received after the Promotion End Date and Time are ineligible to win.
- 3.8 Promoter is not responsible for any misdirected, late or incomprehensible entries in the promotion.
- 3.9 All entries must be ideas that stemmed from the original thought of the Entrant. As such, any entries must not have been previously published in any forum worldwide, unless they are the entrant's own. Any entries that are found to be derived from the designs of a third party will be considered invalid and, in the event of this being discovered after a prize was awarded; the Prize must be returned to the Promoter.
- 3.10 All entries become the property of the Promoter and will not be returned.
- 3.11 Use of the promotional material or any other information connected to the Promotion and/or the Promoter without the prior written consent of the Promoter constitutes illegal use.
- 3.12 Employees and/or associates of the Promoter (and its related entities) and/or the Co-Sponsor, and their immediate families who are directly involved in the conduct of this promotion including winner selection, are not eligible to win. 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, auntie, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 3.13 Photographs of eligible Entries will be made available for public viewing on the Website and Social Media. All Photographs will be reviewed by the Promoter for compliance with these Terms and Conditions prior to being displayed. Photographs that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions, may, at the sole determination and discretion of the Promoter, not be published or removed from the Website at any time. In addition, any Entrant that submits such content will be disqualified.
- 3.14 Incomplete or indecipherable Entries will be deemed invalid. The Promoter reserves the right to disqualify any Entries that are not in accordance with Entry requirements
- 3.15 All details provided by the entrant must be true and accurate.
- 3.16 Images submitted with watermarks or branding on them will not be considered for judging and will be disqualified.
- 3.17 Images must not plagiarise the work of any other person.
- 3.18 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 reserves the right, in its sole discretion, without any notice, to disqualify any Entrant whom 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. Errors and omissions may be accepted and waived at the Promoter's sole discretion. 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, indemnity or other compensation from such an offender are reserved.

#### **4. Prize Conditions**

- 4.1 Where a Non-Cash Prize is awardable, the prize (in whole or in part) is not transferrable or exchangeable and cannot be taken as cash unless otherwise stated.
- 4.2 Where a cash prize is awardable, the prize (in whole or in part) is not transferrable or exchangeable unless stated otherwise.
- 4.3 Neither the Promoter, Co-Sponsor nor any of their agencies or affiliates accepts any responsibility or liability for:
  - (a) the winner's failure to redeem the Prize within the Time for Redemption and/or in accordance with these Terms and Conditions; or
  - (b) the winner's failure to use the Prize within relevant Time Limits; or
  - (c) any damages/injury, loss however described arising out of the winners (and their friends where applicable) use or failure to use the Prize.
- 4.4 The Winner will assume all responsibility for Costs in Excess of the Prize.
- 4.5 Successful redemption of all prizes (both cash and Non-Cash Prizes) will be subject to Individual Terms and Conditions that may be imposed either by the Promoter or third parties.

#### **5. Judging**

- 5.1 Chance plays no part in determining the prize winner.
- 5.2 The Prize will be awarded to the entrant who is deemed to have provided the best entry as determined by the judges.
- 5.3 In the event the Date and Time of Prize Judging falls on a non-business day, the judging will take place on the next business day.
- 5.4 The judging process will be decided a panel of seven (7) judges from the Promoter and Co-Sponsor, including:
  - a) One (1) 2023 Texture Modified Food Award Winner
  - b) Two (2) Flavour Creations employees,
  - c) One (1) Residential Aged Care Home Dietitian,
  - d) One (1) RACH Speech Pathologist,
  - e) One (1) IHHC Conference committee member, and
  - f) One (1) IHHC National Board member.
- 5.5 At the end of the Promotion Period, Judges will apply the following criteria:
  - a) Presentation– styled, plated and photographed for maximum visual appeal – 1-5 points
  - b) Creativity - The dish showcases creative development and resembles original food An inspired, jazzy recipe name - 1 – 5 points.
  - c) Originality - Entrant has developed an original IDDSI Level 4 Pureed dish – 1 – 3 points
  - d) Any other criteria the Judges deem appropriate
- 5.6 The judges may select additional reserve Entries that they determine to be the next best, and record them in order of merit, in the event any of the winners do not claim their prize within the timeframe.
- 5.7 The Entry with the highest total number of points awarded, as determined by the Promoter, will win the First Prize. The Entry with the second highest total number of points awarded, as determined by the Promoter, will win the Runner Up Prize.
- 5.8 If any of the shortlisted entries are found to be in breach of these Terms and Conditions, they will be immediately eliminated.
- 5.9 There will be no correspondence between entrants and judges throughout this process.
- 5.10 All decisions from the judging panel are final and binding on each entrant and no correspondence will be entered into.
- 5.11 Any winner subsequently found by the Promoter to have breached these Terms and Conditions must return any awarded prize within 30 days of a request to do so. The Promoter will have the final decision on what to do with the prizes.
- 5.12 The Promoter will not be responsible for any costs associated with winning or delivery of the prizes unless specifically stated in these Terms and Conditions.
- 5.13 Prizes are not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address.

#### **6. Notification**

- 6.1 Winner(s) will be notified using the contact details provided in their Eligible Entry.
- 6.2 Publication of Winner(s) will occur as per Prize Publication Method on the Prize Publication Date.
- 6.3 By entering, the prize winner agrees to the use of entry answers, pictures, names and/or statements for future promotional purposes without further payment or consideration.
- 6.4 By entering this promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.

## **7. Privacy Collection Statement**

- 7.1 By submitting an entry into this promotion, entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt out at any time by following the instructions included in each message sent by the Promoter.
- 7.2 The Promoter, the Co-Sponsor and there related entities collect entrants' personal information for the purpose of conducting and promoting this promotion (including but not limited to determining and notifying winners). The Promoter and Co-Sponsor may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter and Co-Sponsor may also disclose personal information collected to Australian regulatory authorities. The Promoter and Co-Sponsor will otherwise handle your personal information in accordance with their Privacy Policy available at <https://www.ihhc.org.au/legal/privacy> and <https://www.flavourcreations.com.au/privacy-policy/> You may request access to or access to or update your personal information or lodge a complaint by writing to The Privacy Officer, at <https://www.flavourcreations.com.au/privacy-policy/>
- 7.3 Privacy Policy is available at <https://www.ihhc.org.au/legal/privacy> and <https://www.flavourcreations.com.au/privacy-policy/> or by sending a request to the Privacy Officer at IHHC, PO BOX 576, Crows Nest NSW 1585