

“YEARS 9 & 10 FLAVOUR FORECAST 2020 RECIPE CHALLENGE” PROMOTION

TERMS AND CONDITIONS

ELIGIBILITY REQUIREMENTS AND THE PROMOTIONAL PERIOD

1. Promotion commences on 20/04/2020 and ends at last mail received on 16/10/2020 (“**Promotional Period**”).
2. Entry is only open to home economics students attending Year 9 or Year 10 at an Australian School (“**Eligible Entrants**”). Only individual submissions are eligible in 2020 and whose authorised representative sends an email to heia@heia.com.au, during the Promotional Period, expressing the student’s interest in participating in the promotion. For the avoidance of doubt, each Submission (as defined below) must be prepared on behalf of the Eligible School by an Eligible Entrant entering on their own. Individuals can be guided in preparing their Submission (as defined below) by their home economics teacher or any other person employed at the Eligible School (that is authorised by the Eligible School to participate), however, Submissions must be the original work of the Eligible Entrant.
3. Eligible Entrants must have parental/guardian approval to participate. It is each Eligible School’s responsibility to obtain appropriate written consent from the parent/guardian of each Eligible Entrant for that Eligible Entrant to participate in the promotion, and by participating in this promotion the Eligible School warrants that appropriate written parental/guardian consent has been obtained for each Eligible Entrant and that the parent/guardian consents to these Terms and Conditions, prior to a Submission being submitted. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to an Eligible Entrant participating in this promotion and accepting the prize on the terms outlined in this document.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to participate. 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 first cousin.
5. Upon receipt of the expression of interest from an Eligible School in accordance with clause 2, the Eligible School or student will be provided with a promotion Competition Pack containing instructions, information and guidelines on how to participate (“**Competition Pack**”). By distributing the Competition Pack to Eligible Entrants, the Eligible School agrees to be subject to these Terms and Conditions.

ENTRY INSTRUCTIONS

6. To participate in the promotion, an individual, during the Promotional Period, must create and test/cook ONE (1) original recipe from one (1) of McCormick Flavour Forecast Trends as defined below, using the Flavour Combinations and Instructions (as outlined in the table below) for that relevant McCormick

Flavour Trend, and prepare all of the required material as outlined in clause 8 below (“**Submission**”). To enter the promotion, an authorised representative of the Eligible School (e.g. the Team’s home economics teacher) must collect the Submission from the individual, ensure all relevant materials are included, and submit the Submission by mailing a copy of the Submission to ‘Flavour Forecast Recipe Challenge, PO Box 3440, Rhodes, NSW 2138, so that it is received by last mail on 16/10/2020. The individual must not submit the Submission directly, but rather must have an authorised representative of their Eligible School (e.g. their home economics teacher) submit the Submission.

7. Each Eligible Entrant warrants to the Promoter that their Submission is an original work of the Eligible Entrant and does not infringe the rights of any third party. All Submissions must be in compliance with these Terms and Conditions.
8. Each recipe must follow the Instructions for the relevant recipes within the McCormick Flavour Trends outlined in the table below. The following conditions must be complied with: (a) the recipe must be original and be suitable to be prepared in a domestic kitchen; (b) the recipe must be prepared and cooked within fifty five (55) minutes or less; (c) the recipe must serve two (2) people; (d) the cost of ingredients for the one (1) recipe must not exceed \$9 including GST (excluding the ingredients in the Set Ingredients column below); and (e) no more than one (1) of the ingredients must fall into the 'Only sometimes and in small amounts' category of the Australian Guide to Healthy Eating (National Health and Medical Research Council, 2013 available at <http://www.nhmrc.gov.au/guidelines/publications/n55>), that is, only one ingredient can be high in saturated fat (natural or added), and/or added sugars or salt or alcohol. Recipes must be contemporary recipes that promote a variety of fresh foods (in addition to the ingredients in the Set Ingredients column below) and reflect the Australian Dietary Guidelines released in 2013 available at <http://www.nhmrc.gov.au/guidelines/publications/n55>. Each entrant will be responsible for sourcing the necessary ingredients to cook/test each of their recipes at their own cost.

McCormick Flavour Trends	Instructions and set ingredients
<p>Sauced & Spiced</p> <p>In 2020, the McCormick Global Flavour Forecast will be exploring new sauces, condiments and spice blends appearing on menus around the globe. Get ready to enhance dishes by adding these new delicious flavours and textures to your next meal.</p>	<p>Set ingredient options are in red below</p> <p>Students are to create a dish using one or more of the following new sauces, condiments or spice blends that are appearing on menus around the globe.</p> <p>Set Sauces and Spice Blends</p> <ol style="list-style-type: none"> 1. XO Sauce 2. West African Suya Spice 3. West African Suya Sauce 4. Indian Gunpowder Spice
<p>Refresh, Replenish, Rehydrate</p> <p>Refresh. Replenish. Rehydrate. is all about exploring icy treats crafted with creative deliciousness. The Flavour Forecast team has been tracking icy treats crafted with creative deliciousness and bold, concentrated flavours from fresh fruit syrups, bitters, sours and spices that guarantee they won't get diluted as the ice melts.</p>	<p>Set ingredients options are in red below</p> <p>Students are to use one or more of the following set ingredients to create an icy treat crafted with deliciousness using bold, concentrated flavours from fresh syrups, bitters, sours and spices that guarantee they won't get diluted as the ice melts.</p> <p>Set Ingredients</p> <ol style="list-style-type: none"> 1. Cardamom 2. Cinnamon and/or ginger 3. Chilli and/or turmeric

McCormick Flavour Trends	Instructions and set ingredients
	<p>4. Aniseed and/or basil</p> <p>5. Fresh fruit syrups, Bitters , Sours , Ice</p>

9. To be valid, each Submission must contain the following material and must be prepared and submitted in line with the instructions provided in these Terms and Conditions and in the Competition Pack:

- Eligible School's details (including full name, address, name of an authorised contact person at the Eligible School and their telephone number and email address);
- Individual details (i.e. year level and the full name of the Eligible Entrant)
- Recipe details (including the following for the recipe: title, total serves (being two (2)), preparation time, cooking time, ingredients, cooking method and presentation);
- Two (2) or three (3) supporting photographs of each dish, taken from different angles;
- Cost breakdown of all ingredients in the recipe (excluding the cost of the ingredients listed in the Set Ingredients columns above);
- Justification of the resolution to the recipe challenge, specifying how the recipe addressed the applicable McCormick Flavour Trend (e.g. what inspired each recipe, why relevant additional ingredients were used, what inspired the presentation of the dish in the photographs, why they think the recipe would appeal to consumers, etc.). Participants should refer to the Competition Pack for further guidance about the content of the justification. The justification must be no longer than three hundred (300) words for the recipe and must include two (2) or three (3) photographs of the work in progress for each dish with appropriate annotations to showcase the recipe/production journey; and
- A brief reflection (no more than one hundred and fifty (150) words) for the recipe, such as what the entrant enjoyed the most about the recipe challenge, what they learned, what they found most challenging and what they would do differently next time.

The supporting photographs, justification and reflection are to be submitted as a hard copy. Alternatively, they can be submitted on a CD or USB stick, so a Team can include multimedia presentations if desired.

JUDGING AND SELECTION OF WINNERS

10. All Submissions received will be divided into groups according to the location of the Eligible School, as follows:

- ACT/NSW;
- NT/SA;
- QLD;
- VIC/TAS; and
- WA.

11. This promotion is based on skill and chance plays no part in determining the winners. Each Submission will be individually judged based on the following criteria:
 - Adherence to the design brief;
 - Appeal of the recipes, i.e. how well the ingredients come together to form appealing, quality dishes;
 - Point of difference, i.e. the factor/s that make the recipes and the presented dishes stand out from the crowd;
 - Justification of, and reflection on the resolution to the recipe challenge; and
 - Presentation of final dishes, i.e. attention to design elements such as colour, texture, placement, focal point etc.
12. At the end of the Promotional Period, a judging panel selected by the Promoter will select the best Submission in each State/Territory Group as the winning Submission for that State/Territory Group, based on the judging criteria in clause 11. ("**State/territory Individual Winning Submission**").
13. The Eligible Schools responsible for the winning Submissions will each be notified by telephone and email. Eligible School must then notify the winning individual in accordance with the instructions provided to them by the Promoter.

PRIZES

14. Each Eligible entrant with a State/Territory Winning Submission will receive a \$50 gift card and a \$50 McCormick hamper.
15. All Eligible Entrants that participate in the promotion (as listed on the entry form) will receive a participation certificate.
16. As a condition of accepting the State/Territory Winning Prize, an authorised representative of the Eligible School and the winning entrant (and the parents/guardians of the Eligible Entrant) must liaise with the Promoter to organise and attend a prize presentation ceremony to be held at the Eligible School, which will also be attended by selected representatives of the Promoter. The Promoter will liaise with the Eligible School to determine a suitable date/time, however, if agreement cannot be reached then the date/time will be reasonably determined by the Promoter at its discretion. The Promoter may record and/or photograph the attendees and the prize presentation ceremony. The Eligible School and Eligible Entrant (and their parent/guardian) agree to being recorded and photographed and acknowledge that all intellectual property rights in the material created will vest and remain with the Promoter (who may use such materials for future promotional purposes in any media it chooses without further remuneration or payment to the Eligible School or the Eligible Entrants/parents/guardians).

GENERAL

17. In these Terms and Conditions “**Participants**” includes the Eligible Entrants, the Eligible Schools and any teachers and other staff that guide the Teams in preparing and submitting the Submission, and where relevant the parents/guardians of the Eligible Entrants.
18. Information on eligibility, entry/participation, winner selection and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions by each Participant.
19. Submissions that do not comply with these Terms and Conditions or that otherwise contain prohibited, or inappropriate content, as determined by the Promoter, in its sole discretion, will be disqualified and will not be considered eligible. The Promoter makes the final determination as to which Submissions are eligible to take part in this promotion and no correspondence will be entered into.
20. The Promoter reserves the right, at any time, to verify the validity of Submissions and Participants (including a Participant’s identity, age, student status and location) and reserves the right, in its sole discretion, to disqualify any Participant who 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 will 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
21. Incomplete, illegible or indecipherable Submissions will be deemed invalid.
22. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, at its sole discretion, to determine the identity of the Participant.
23. The Promoter’s decision is final in relation to all aspects of this promotion and no correspondence will be entered into.
24. When a Participant prepares/submits any materials via the promotion, including but not limited to, recipes, comments, justifications, reflections, images, photographs, recordings and any other material contained in each Submission (“**Content**”), the Participant, unless the Promoter advises otherwise, licenses and grants the Promoter and McCormick Foods Australia, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Participants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
25. Participants agree that they are fully responsible for the Content they prepare/submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove/disqualify any Content without notice for any reason whatsoever. Participants warrant and agree that: (a) they will not prepare/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 appropriate for children aged under 10, or otherwise unsuitable for publication; (b) they will obtain prior consent from any person that appears in the Content or from the owner of any property that appears in the Content; (c) the Content is the Eligible Entrants' own original work or, where applicable, they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (d) the Content shall not contain viruses or cause injury or harm to any person or entity; and (e) 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' computer or communication systems.

26. Without limiting any other terms herein, the Participant agrees to indemnify the Promoter for any breach of the terms outlined in these Terms and Conditions.
27. By participating in the promotion, Participants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
28. As a condition of accepting a prize, each winner will be required to participate in any and all reasonable advertising, marketing, promotional and/or publicity activities organised by the Promoter and no further payments will be made to such winners.
29. If, for any reason, a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
30. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
31. The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
32. 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 Participant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
33. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non- Excludable

Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

34. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any Submission or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Participant; (f) preparation and/or cooking of any recipe/dish in connection with this promotion; or (g) taking/use/redemption of a prize.
35. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
36. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. You accept that personal information provided in accordance with these competition terms will be collected, held, used and disclosed according to the promoters Privacy Policy available on request or heia@heia.com.au. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to its related entities outside of Australia for internal administrative purposes only.
37. The Promoter is the Home Economics Institute of Australia, PO Box 3440, Rhodes, NSW 2138 (ABN 89 610 419 939)