

# “YEARS 9 & 10 FLAVOUR FORECAST 2023 RECIPE CHALLENGE” PROMOTION

## TERMS AND CONDITIONS

### ELIGIBILITY REQUIREMENTS AND THE PROMOTIONAL PERIOD

1. Promotion ends at last mail received on 20/10/2023 (“**Promotional Period**”).
2. This promotion will only be conducted in Eligible Schools. An “**Eligible School**” is any school in Australia with a secondary department that has Year 9 and/or Year 10 home economics classes, and whose authorised representative sends an email to [neredith@marketmaker.com.au](mailto:neredith@marketmaker.com.au), during the Promotional Period, expressing the Eligible School’s interest in participating in the promotion. Entry is only open to Australian residents who are home economics students attending Year 9 or Year 10 at an Eligible School (“**Eligible Entrants**”), participating either as an individual or in groups on behalf of an Eligible School (with the Eligible School’s permission). For the avoidance of doubt, each Submission (as defined below) must be prepared on behalf of the Eligible School by an eligible Team. “**A Team**” is defined as both: i) one (1) Eligible Entrant entering on their own; and ii) two (2) or more Eligible Entrants entering together as a group. Each Team 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(s) in each Team and not a teacher/representative of the Eligible School. Each Eligible Entrant can only be a member of one (1) Team. For the avoidance of doubt, if an Eligible Entrant participates on his/her own, they cannot participate in any other Team, or if an Eligible Entrant participates in a Team of two (2) or more Eligible Entrants, he/she cannot participate on their own or in any other Team. Each Team is permitted to prepare/submit a maximum of one (1) Submission (regardless of whether the Team consists of one (1) Eligible Entrant or multiple Eligible Entrants). There is no limit on the number of Teams per Eligible School.
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 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, a Team must, during the Promotional Period, create and test/cook three (3) original recipes, one (1) each for the three (3) of McCormick Flavour Trends defined below, using the Flavour Combinations and Instructions (as outlined in the table below) for each 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 Team, ensure all relevant materials are included, and submit the Submission by mailing a copy of the Submission to ‘Flavour Forecast Recipe Challenge, PO Box 404, Kew East, VIC 3102’ so that it is received by last mail on 20/10/2023. For the sake of clarity, each recipe must be for a different McCormick Flavour Trend. The Team 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/or other member(s) of their Team where applicable) that does not infringe the rights of any third party. All Submissions must be in compliance with these Terms and Conditions.
8. Each recipe must incorporate the Set Ingredients and follow the Instructions for the relevant recipes within the McCormick Flavour Trends outlined in the table below, along with additional ingredients of choice. The following conditions must be complied with: (a) each recipe must be original and be suitable to be prepared in a typical home economics kitchen; (b) each recipe must be prepared and cooked within one hundred (100) minutes or less; (c) each recipe must serve two (2) people; (d) the cost of ingredients (excluding the ingredients in the Set Ingredients column below) for all three (3) recipes must not exceed \$26 including GST; and (e) only one recipe can 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 recipe can be high in saturated fat (natural or added), and/or added sugars or salt or alcohol. Each recipe must use the ingredients listed in the relevant Set Ingredients column below. 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 Eligible School and Team 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
Full Flavoured Fats	Students to develop three sweet or

McCormick Flavour Trends	Instructions and set ingredients
<p>No longer misunderstood, consumers and chefs alike are now using fat, from butters to oils, to impart mouthwatering flavour and creaminess into everyday dishes and drinks, which offer a simple, comforting richness to the kitchen and a more balanced approach to eating.</p>	<p>Students to develop three sweet or savoury butters.</p> <ul style="list-style-type: none"> <li>• One butter must be cultured</li> <li>• One butter must be a 'better for you' butter and</li> <li>• One butter must be used in a butter board format as a breakfast dish.</li> </ul> <p>Students must also produce two types of 'homemade carriers' i.e. crispbreads, crackers and/or breads to be served with any of the butters. At least one of the 'homemade carriers' must include an ancient grain.</p>
<p><b>Everyday French</b></p> <p>Grounded in the techniques and ingredients of French cooking, but democratised for today's kitchen, French cuisine has never been more approachable while using the best ingredients and culinary techniques to build a harmony of flavours and lay the foundations for food and beverage to come.</p>	<p>Choose one French cooking technique from the list provided, then develop a sweet or savoury dish that blends this technique with a cuisine of another culture. Must include at least two vegetables and/or fruits and one protein source (animal or plant)</p> <p>Please consider use of discretionary ingredients and serving sizes when developing the recipe, as this dish must be non-discretionary.</p>
<p><b>Beyond Heat</b></p> <p>We've witnessed an exciting evolution to this new, multi-sensorial, layered taste experience that pushes beyond the singularly spicy realm where heat and ingredient pairings come together to shape how heat is perceived and how long it lingers and finishes.</p>	<p>Students to develop their own Viet-Cajun spice as per supplied recipe. Students can adapt heat to their preferred level. Using this spice blend, create an original lacto ovo vegetarian pizza or pasta dish that heroes the spice blend. Students must make their own pizza base or pasta, and at least two of the techniques of charring, smoking, toasting, liquefy/blend or pickling must be used with at least two vegetables.</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);
- Team or individual details (i.e. the Team name, year level of each Eligible Entrant and the full name of each Eligible Entrant)
- Recipe details (including the following for each 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 each recipe (excluding the cost of the ingredients listed in the Set Ingredients columns above);
- Justification of the resolution to the recipe challenge, specifying how each 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

each 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 each recipe, such as what the Team 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 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 choose up to two (2) of the best Submissions (based on the criteria in clause 11) in each State/Territory Group and the McCormick Test Kitchen may cook/test all of the recipes contained in those Submissions. Once the recipes have been cooked/tested, the judges 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 and the taste/texture of the cooked dishes ("**State/Territory Winning Submission**").
13. Once the five (5) State/Territory Winning Submissions have been selected, the judging panel will then judge the State/Territory Winning Submissions against each other and select one (1) national winner, based on the judging criteria in clause 11 and the taste/texture of the cooked dishes ("**National Winning Submission**").

14. The Eligible Schools responsible for the winning Submissions will each be notified by telephone and email. Eligible School must then notify the winning Teams in accordance with the instructions provided to them by the Promoter.

## **PRIZES**

15. In addition to a State/Territory School Prize (defined below), the Eligible School with the National Winning Submission will receive: (a) a \$1,000 Voucher; and
16. (b) a Home Economics Institute of Australia (HEIA) one-year school membership valid for up to six (6) teachers at the Eligible School valued at \$400, ("**National School Prize**"). Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher. Visit [www.heia.com.au](http://www.heia.com.au) for full HEIA membership benefits. The Promoter will liaise with the Eligible School to determine the commencement and member details of the 12-month HEIA school membership. The one-year membership is subject to HEIA's standard membership conditions.
17. In addition to a State/Territory Team Prize (defined below), the Team that prepares the National Winning Submission will receive \$500 worth of Gift Cards to distribute evenly amongst Eligible Entrants that make up the Team ("**National Team Prize**"). The Promoter will liaise with the Eligible School and the Eligible Entrants (and their parents/guardians) to ascertain the best way to award the National Team Prize amongst the Team members. In the event that agreement cannot be reached, the Promoter will determine the exact way the National Team Prize will be awarded. The Gift Cards will be subject to the standard terms of the issuer. For the avoidance of doubt, if a Team consists of only one (1) Eligible Entrant, then the National Team Prize will be awarded to the parent/legal guardian of that Eligible Entrant.
18. Each Eligible School with a State/Territory Winning Submission will receive a Kitchen Equipment prize pack and variety of McCormick herbs and spices (exact spices and herbs selected by the Promoter, with a total value of \$1,500 ("**State/Territory School Prize**").
19. All Eligible Entrants that participate in the promotion (as listed on the entry forms) will receive a participation certificate.
20. As a condition of accepting the National School Prize and the National Team Prize, an authorised representative of the Eligible School and the winning Team (and the parents/guardians of each 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 each 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**

21. 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.
22. 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.
23. 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.
24. 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.
25. Incomplete, illegible or indecipherable Submissions will be deemed invalid.
26. 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.
27. The Promoter’s decision is final in relation to all aspects of this promotion and no correspondence will be entered into.
28. 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 the Home Economics Institute of Australia (ABN 89 610 419 939), 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
36. 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.

37. 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.
38. 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.
39. 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.
40. 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. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.mccormick.com.au](http://www.mccormick.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. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. 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 (see the Promoter's Privacy Policy for details).
41. The Promoter is McCormick Foods Australia Pty Ltd of 63 Fairbank Rd, Clayton South, Victoria 3169. ABN 62 004 763 259.