

HEIA and McCormick “2023 Tertiary Edition” of the Flavour Forecast Challenge

TERMS AND CONDITIONS ELIGIBILITY REQUIREMENTS AND THE PROMOTIONAL PERIOD

1. Promotion ends at last email received on 31/10/2023 (“Promotional Period”).
2. Entry is only open to any tertiary students attending (undergrad, or post grads in honours or masters can participate from one of the three home economics strands Secondary education DT and HPE category only, food science and dietetics (“Eligible Entrants”). Individual and pairs submissions are eligible in 2023 and whose authorised representative sends an email submission to tertiaryflavourchallenge@gmail.com, during the Promotional Period. All Eligible Entrants must complete the registration form 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 institution by an Eligible Entrant entering on their own. Individuals can be guided in preparing their Submission (as defined below) by their lecturer, however, Submissions must be the original work of the Eligible Entrant.
3. It is each Eligible Entrants responsibility to consent to these Terms and Conditions, prior to a Submission being submitted.
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 Entrant in accordance with clause 2, the Eligible Entrant will be placed on a mailing list for further contact and resources, supporting participation (“Competition Resources”). By downloading the Competition Resources to Eligible Entrants, the Eligible Entrant 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 In the Flavour Forecast 2023 Tertiary Edition 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, the Eligible Entrant must Submission with all relevant materials to ‘Flavour Forecast Recipe Challenge, tertiaryflavourchallenge@gmail.com, so that it is received by 5:00 pm on 31/10/2023.
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 tertiary edition of the Flavour Forecast 2023.

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 as per the Flavour Forecast 2023 Tertiary Edition.

All documents to be in one PDF file (clearly labelled with Name, Course and Institution) per submission and emailed to tertiaryflavourchallenge@gmail.com by 5pm on the 31st October 2023.

The supporting photographs, justification and reflection are to be submitted by email.

JUDGING AND SELECTION OF WINNERS

10. All Submissions received will be divided into groups according to the location of the Eligible Institution, as follows:
- One state/territory winning entry i.e. 5 available
 - One overall national winning entry.
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 subject specific statement on the resolution to the recipe challenge; and o 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 as the winning Submission for that state, based on the judging criteria in clause 11. (“Individual/pair Winning Submission”).
13. The Eligible Entrants responsible for the winning Submissions will each be notified by telephone and email.

PRIZES

14. Each Eligible entrant within each state group Winning Submission will receive a \$50 gift card, a \$50 McCormick hamper and 12 months membership to HEIA Inc. An overall national winning entry will be selected to receive a one on one virtual industry spotlight session with The McCormick Home Economist and/or Food Scientist/Food Technologist. All Eligible Entrants that participate in the promotion (as listed on the entry form) will receive a participation certificate.
15. As a condition of accepting the Winning Prize, an authorised representative of the Eligible Tertiary Institute and the winning entrant must liaise with the Promoter to organise and attend a prize presentation ceremony to be held at the Eligible Institution, which may also be attended by selected representatives of the Promoter. The Promoter will liaise with the Eligible Institute 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 Institution and Eligible Entrant 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 Institute or the Eligible Entrants.

GENERAL

- 16.** In these Terms and Conditions "Participants" includes the Eligible Entrants.
- 17.** 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.
- 18.** 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.
- 19.** 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.
- 20.** Incomplete, illegible or indecipherable Submissions will be deemed invalid.
- 21.** 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.
- 22.** The Promoter's decision is final in relation to all aspects of this promotion and no correspondence will be entered into.
- 23.** 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.
- 24.** 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.

- 25.** 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.
- 26.** 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.
- 27.** 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.
- 28.** 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.
- 29.** 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.
- 30.** The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 31.** 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.
- 32.** 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.
- 33.** 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.

- 34.** 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.
- 35.** 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.
- 36.** The Promoter is the Home Economics Institute of Australia, PO Box 3440, Rhodes, NSW 2138 (ARBN 642 717 913)