

## Aunty Kath's Gingerbread Competition

This document sets out the terms and conditions of entry and participation for the 'Aunty Kath's Gingerbread Competition' promotion (**the Promotion**).

The Promotion is conducted by Baxters Food Australia Pty Ltd ABN 78 112 383 981 (**the Promoter**).

These terms and conditions of entry (**Conditions of Entry**), including information on prize details, apply to the Promotion and, by submitting an entry to the Promotion, an entrant agrees to and will be bound by these terms and conditions.

### Eligibility

1. Entry is only open to Australian residents.
2. Employees and immediate families of the Promoter, stallholders and their agencies associated with this promotion are ineligible. 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 grand-parent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister, or first cousin.
3. 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 to disqualify any entrant who submits an entry that the Promoter determines in its sole discretion is not in accordance with these Conditions of Entry or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

### Entry

4. The Promotion commences on 00:00 AEDT on 24/11/2021. Entries close at 11.59PM on 20/12/2021 (**Promotional Period**).
5. Only one entry per person to the Promotion is permitted.
6. In order to enter, the entrant must:
  - (a) purchase any Aunty Kath's Gingerbread (AKCD Limited Edition) Cookie Dough (**Aunty Kath's Gingerbread**) from any retailer selling the Aunty Kath's Gingerbread during the Promotional Period;
  - (b) complete an entry form online at [www.auntykaths.com.au](http://www.auntykaths.com.au); and
  - (c) upload an image of their creation using the Aunty Kath's Gingerbread (**Creation Image**).
7. No responsibility is accepted for late, lost or misdirected entries inclusive of technical issues. Incomplete, indecipherable or illegible entries will be deemed invalid.
8. The Promotion involves a game of skill, and no element of chance plays a part in determining the winner of the prize.

### Prizes and winning

9. There are five (5) prizes and there will be five (5) prize winners selected. Each winner will win one prize. Each prize is a \$200 Coles Voucher (**Prize**).
10. Each of the five (5) winners will be selected on creative merit and determined by the Promoter.
11. The Promoter will elect the five (5) winners of the Prize in its sole discretion on 21/12/2021. The five (5) winners will be notified promptly by email.
12. Upon notifying the relevant winner under clause 11, the Promoter will promptly deliver the Prize electronically to the relevant winner's nominated email address.
13. The Promoter's decision is final.
14. In the event that any of the five (5) winners are unable to be contacted by the 11:59 AEST 24/12/2021, the Promoter may, in its sole discretion, elect another winner by conducting such further judging as the original determination in order to distribute a Prize, subject to any written directions given by a regulatory authority.
15. The five (5) winners will be published on the Aunty Kath's Instagram account via a content post (@auntykaths).
16. If any of the five (5) winners of the Prize are under the age of 18 years, the Prize will be awarded to that winner's nominated parent or guardian.
17. If for any reason any of the five (5) winners do not redeem the Prize or an element of the Prize at the time stipulated by the Promoter, then the Prize or that element of the Prize will be forfeited.
18. If a Prize (or part of the Prize) is unavailable, the Promoter in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The Prize, or any unused portion of the Prize is not transferrable or exchangeable and cannot be taken as cash.
20. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the consumer guarantee provisions of the Australian Consumer Law.

### **General**

21. The entrant grants to the Promoter a royalty-free, irrevocable, worldwide licence to use the Creation Image for any purpose, including to display the Creation Image on its social media accounts and website (being Baxtersfoods.com.au).
22. 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 control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to:

- (a) disqualify any entrant; or
  - (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. The Promoter reserves the right to require any winner to provide proof of identity satisfactory to the Promoters (in their sole discretion) before awarding the Prize.
24. Each winner must comply with all reasonable directions or instructions of the Promoter in order to provide the Prize.
25. If more than one entry is received from a particular entrant for the Promotion, all additional entries submitted by that entrant will be invalid.
26. If required by legislation governing the conduct of the Promotion, the Promoter will provide details of any winner (such as the name and address) to any applicable government authority.
27. Each entrant consents to the Promoter using, without any fee or other remuneration, the name, likeness, image and/or voice of the entrant and the Promoter taking, recording and using images, audio or audio visual content (including video) of the entrant for the purpose of promoting the Promotion, the Promoter, the commercial partners of the Promoter or the products and services of Promoter or the Promoter's commercial partners in any way the Promoter considers appropriate. Each entrant agrees to sign any image release or other document required by the Promoter to give effect to this clause 27.
28. Subject to clause 20, and to the extent permitted by law, the Promoter excludes all liability to each of the five (5) winners for any costs, expenses, losses and damages suffered or incurred by each winner, including any liability for personal injury or death, liability due to negligence of the Promoter or their personnel, whether direct, indirect, special or consequential, arising in connection with the Competition, the prizes or any component of the prizes.
29. Except for any liability that cannot be excluded by law (including under the *Australian Consumer Law*), the Promoter (including its officers, employees and agents) also excludes all liability for any costs, expenses, losses and damages suffered or incurred by each winner or any entrant, including any liability for personal injury or death, liability due to negligence of the Promoter or its personnel, loss of business opportunity whether direct, indirect, special or consequential, arising in connection with, but not limited to, the following:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - (b) any theft, unauthorized access or third party interference;
  - (c) any entry prize claim that is late, lost, altered, damaged or misdirected (whether or not their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) any tax liability incurred by winner or entrant; or
  - (e) use of the Prize.

30. This competition is in no way affiliated or endorsed by Instagram or Facebook.

### **Privacy**

31. The Promoter will collect the personal information provided by an entrant for the purpose of conducting the Promotion, including providing any Prize to an entrant and to contact the entrant for promotional and marketing purposes, as described below.
32. If an entrant does not provide the requested personal information, the Promoter will not be able to accept an entry as being a valid entry in the Promotion or allow an entrant to participate in the Promotion.
33. By entering the Promotion an entrant consents to the Promoter using their personal information for promotional and marketing purposes regarding the Promoter's products, services and events, including the Promoter contacting the entrant via SMS, email or other communication methods (and the entrant consents to receiving such messages from the Promoter). An entrant can opt out of these messages at any time by following the opt out instructions in the message or by contacting the Promoter and requesting to opt out.
34. The Promoter may also disclose an entrant's personal information to the commercial partners of the Promoter relevant to the Promotion. By entering the Promotion an entrant consents to the Promoter disclosing its personal information to such commercial partners and the commercial partners contacting the entrant (including for promotional and marketing purposes and/or to provide information about their products, services or events).
35. The Promoter's Privacy Policy (available at <http://baxtersfoods.com.au/baxters-privacy-policy> or on request from the Promoter) states how an entrant can seek to access or correct their personal information held by the Promoter and how an entrant can make a privacy complaint to the Promoter. An entrant can contact the Promoter's Privacy Compliance Officer Rachel Wiltshire at [Rachel.Wiltshire@baxtersfoods.com.au](mailto:Rachel.Wiltshire@baxtersfoods.com.au) or [baxtersfoods.com.au](mailto:baxtersfoods.com.au).

### **Consumer matters**

36. For consumer complaints regarding the Promotion, an entrant can contact Miriam Herrera at [Miriam.Herrera@baxtersfoods.com.au](mailto:Miriam.Herrera@baxtersfoods.com.au) or on 03 9454 6004 or Jamie Chater at [Jamie.Chater@baxtersfoods.com.au](mailto:Jamie.Chater@baxtersfoods.com.au) or on 03 9357 6288.