

## Aunty Kath's Gingerbread Competition 2022

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 aged 18 and over.
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 24/11/2022. Entries close at 11.59PM on 20/12/2022 (**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 ten (10) prizes and there will be ten (10) prize winners selected. Each winner will win one prize. Each prize is a \$100 Coles Voucher (**Prize**).
10. Each of the ten (10) winners will be selected on creative merit as determined by the Promoter in its sole discretion.
11. The Promoter will select the ten (10) winners of the Prize on 21/12/2022. The ten (10) 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 ten (10) winners are unable to be contacted by the 11:59 AEST 24/12/2022, the Promoter may, in its sole discretion, select another winner by conducting such further judging in accordance with these conditions of entry the original determination in order to distribute a Prize, subject to any written directions to the Promoter given by a regulatory authority.
15. The ten (10) winners will be published on the Aunty Kath's Instagram and Facebook account via a content post (@auntykaths).
16. If any of the ten (10) 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 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 to the Promoter from a regulatory authority.
18. The Prize, or any unused portion of the Prize, is not transferrable or exchangeable and cannot be taken as cash.
19. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the consumer guarantee provisions of the Australian Consumer Law.

## **General**

20. 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 and auntykaths.com.au).
21. 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 to the Promoter from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

22. Each winner must comply with all reasonable directions or instructions of the Promoter to enable the Promoter to provide the Prize to the winner.
23. If more than one entry is received from a particular entrant for the Promotion, only the first entry received from that entrant will be considered and all additional entries submitted by that entrant will be invalid.
24. 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.
25. Subject to clause 19, and to the extent permitted by law, the Promoter excludes all liability to any entrant (including each winner) for any costs, expenses, losses and damages suffered or incurred by any entrant (including each winner), excluding any liability for personal injury or death, 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.
26. 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 any entrant, 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.
27. This competition is in no way affiliated or endorsed by Instagram or Facebook.

## **Privacy**

28. 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.
29. 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.
30. 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.

31. 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 31.
32. 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).
33. 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 [customer.servicesAU@baxtersfoods.com.au](mailto:customer.servicesAU@baxtersfoods.com.au).

#### **Consumer matters**

34. For consumer complaints regarding the Promotion, an entrant can contact [customer.servicesAU@baxtersfoods.com.au](mailto:customer.servicesAU@baxtersfoods.com.au).