

TERMS & CONDITIONS OF ENTRY

“COOK LIKE A MASTERCHEF” SOCIAL COMPETITION

NETWORK 10

By entering the “Cook Like A MasterChef” Competition (“Competition”), you are agreeing to the following terms and conditions (“Terms & Conditions of Entry”):

1. GENERAL INFORMATION

- 1.1 Information on how to enter this Competition forms part of the Terms & Conditions of Entry.
- 1.2 The Competition commences on Sunday 17th May 2020 at 12:00PM (AEST) and concludes Friday 31st July 2020 at 23:59PM (AEST) (the “Competition Period”). Refer to clause 3.3 for weekly competition periods.
- 1.3 The Competition will be advertised on but not limited to <https://www.instagram.com/masterchefau> and <https://www.facebook.com/MasterChefAU/>
- 1.4 This Competition is a game of skill and chance plays no part in determining the winner.
- 1.5 The Promoter reserves the right to extend the Competition for any given reason.

2. ENTRY ELIGIBILITY

- 2.1 Entry for an individual is open to all residents of Australia aged 16 years and over.
- 2.2 Employees and their immediate families of Network Ten Pty Ltd (the “Promoter”), and their associated agencies and companies associated with the Competition are not eligible to enter. Cost of entry via the internet is free. Internet connection rates may apply.

3. HOW TO ENTER

- 3.1 To enter, entrants will be required to sign into their own personal Instagram or Facebook account as follows:
 - a. **Entry on Facebook:** Cook a recipe from the current season of MasterChef Australia 2020. Find the weekly MasterChef Australia Facebook account post promoting the Competition and comment with a photo of your creation to that promotional post.
 - b. **Entry on Instagram:** Cook a recipe from the current season of MasterChef Australia 2020 and upload a photo of your creation to your own personal Instagram account plus add the hashtag **#cooklikeamasterchef**

3.2 Each entry must:

- a. be the entrant’s own original work;
- b. not include any third party intellectual property (such as a logo);
- c. not infringe on the rights or copyright of any third party;
- d. not contain material which is defamatory, contemptuous, or obscene or infringes the rights of any person; and
- e. have the approval of any person featured in the work.

3.3. Weekly competition period

Period	Competition Open	Competition Close	Judging Date
1	Sunday 17 th May 2020 at 12:00PM (AEST)	Saturday 23 rd May at 23.59PM (AEST)	Monday 25 th May from 12:00PM (AEST)
2	Sunday 24 th May 2020 at 12:00PM (AEST)	Saturday 30 th May at 23.59PM (AEST)	Monday 1 st June from 12:00PM (AEST)
3	Sunday 31 st May 2020 at 12:00PM (AEST)	Saturday 6 th June at 23.59PM (AEST)	Monday 8 th June from 12:00PM (AEST)
4	Sunday 7 th June 2020 at 12:00PM (AEST)	Saturday 13 th June at 23.59PM (AEST)	Monday 15 th June from 12:00PM (AEST)
5	Sunday 14 th June 2020 at 12:00PM (AEST)	Saturday 20 th June at 23.59PM (AEST)	Monday 22 nd June from 12:00PM (AEST)

6	Sunday 21 st June 2020 at 12:00PM (AEST)	Saturday 27 th June at 23:59PM (AEST)	Monday 29 th June from 12:00PM (AEST)
7	Sunday 28 th June 2020 at 12:00PM (AEST)	Saturday 4 th July 2020 at 23:59PM (AEST)	Monday 6 th July from 12:00PM (AEST)
8	Sunday 5 th July 2020 at 12:00PM (AEST)	Saturday 11 th July 2020 at 23:59PM (AEST)	Monday 13 th July from 12:00PM (AEST)
9	Sunday 12 th July 2020 at 12:00PM (AEST)	Saturday 18 th July 2020 at 23:59PM (AEST)	Monday 20 th July from 12:00PM (AEST)
10	Sunday 19 th July 2020 at 12:00PM (AEST)	Saturday 25 th July 2020 at 23:59PM (AEST)	Monday 27 th July from 12:00PM (AEST)
11	Sunday 26 th July 2020 at 12:00PM (AEST)	Friday 31 st July 2020 at 23:59PM (AEST)	Monday 3 rd August 2020 from 12:00PM

3.4 Each entry will be individually reviewed by the Promoter and judged by expert judges based on the criteria set out in clause 3.8. The Promoter's decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.

3.5 Entrants may enter as many times as they wish during the Competition period; however, each entry must be significantly different from any previous entry.

3.6 The Promoter accepts no responsibility for any late, lost or misdirected entries including entries not received by the Promoter or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.

3.7 All entries must be free from copyright and must be the entrant's own and original work. The Promoter is not held liable should the entrant be engaged in such activities.

3.8 This is a game of skill; chance plays no part in determining the winner/s. Each entry will be individually judged based on (but not limited to) creative merit, audience engagement, and any other judging requirements as determined by the judges. The judges' decision in relation to any aspect of the Competition will be final and binding and no correspondence will be entered into.

3.9 Incomplete or incomprehensible entries will be deemed invalid.

3.10 As a condition of entering the entrant may be required to sign any legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a consent, waiver, release and indemnity form.

4. RIGHTS AND RELEASE

4.1 By entering into the Competition you:

- a. consent to the Promoter using your entry in any manner and for any purpose at its absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry photo in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Channel 10, Channel Bold or Channel Peach, publication on the Promoter's website, promotional, marketing and publicity purposes;
- b. consent to the Promoter editing the entry in any way;
- c. grant to the Promoter the right to use your name, image and likeness in connection with the entry and the Competition;
- d. assign to the Promoter, by way of present and future assignment of existing and future rights, all rights in all material created by in connection with the entry immediately upon their creation and grant to the Promoter a worldwide, royalty free, exclusive, irrevocable licence to exploit the entry;
- e. consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms & Conditions of Entry and you agree that the Promoter is not required to credit you in its exploitation of the entry;
- f. agree that your only remedy in connection with the entry is an action at law for damages (if any);
- g. (to the fullest extent permissible by law) release the Promoter, and the Promoter's servants and agents from any claim by or on behalf of you arising out of or in connection with:
 - i. your participation in the entry or the Competition; or
 - ii. the exploitation of the entry or the Competition.

5. PRIZING

- 5.1 There will be a maximum of one (1) weekly winner prize (“Prize”) to be awarded from all entries received.
- 5.2 A maximum of one (1) prize per person can be won.
- 5.3 All entries become the property of the Promoter and may be used by the Promoter across its social media, online or broadcast properties. A copy of the Promoter’s privacy policy can be viewed at <https://cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> in relation to treatment of personal information collected.
- 5.4 The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
- 5.5 In consideration for the Promoter awarding the Prize to the Winner/s, the Winner/s hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the Winner’s participation in any aspect of the entry. The Winner acknowledges that the Promoter is free to use the entry and to exercise its rights in relation thereto and the Winner will not be entitled to any fee for such use.
- 5.6 Each entrant warrants to the Promoter that the entry submitted is an original piece of work of the entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided by the entrant in relation to the entry was provided by a third party, the entrant warrants that they have obtained the relevant copyright permission to submit the entry for the purposes of this Competition. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

6. PRIZE DETAILS

1x weekly Prize to be awarded to an individual Winner:

Total Numbers	Prize Details	Valued at
11x Winners will each receive:	<ul style="list-style-type: none">Personalised MasterChef bib apronCotton tea towelChopping boardBamboo spoonQuilted oven mittMystery Box	\$150.00 AUD
Total Prize Pool valued at:		\$1650.00

- 6.1 Total prize pool valued at up to \$1650.00 AUD (inclusive of GST).
- 6.2 If for any reason any element of the Prize becomes unavailable for any reason, which is out of the Promoter’s control then a similar Prize to equal value, will be awarded in lieu.
- 6.3 Any costs, including associated costs in attending to redeem the Prize/s, are the sole responsibility of the Winner/s.
- 6.4 Prizes will be awarded to the individual person named in the entry.
- 6.5 All Prizes are non-transferrable. Prizes must be taken as offered. Prize values are in Australian dollars. Winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize.
- 6.6 The Promoter is neither responsible nor liable for any delay in the delivery of the Prize/s.

- 6.7 By accepting the Prize, the Winner/s agree to participate in and co-operate as required with all reasonable media editorial requests relating to their entry and the Prizes, including but not limited to, being interviewed and photographed or filmed.
- 6.8 Prize delivery may take up to 6 weeks from date of judging.

7 PRIZE JUDGING

- 7.1 One (1) individual weekly Winner will be selected from all the valid entries received during the Competition Period. The judging will take place at The Promoter's premises, 1 Saunders Street, Pymont NSW 2009 as per clause 3.3.
- 7.2 The one (1) weekly most creative, unique entry, as judged by The Promoter at their absolute discretion, will be deemed the "Winner". The Promoter's decision is final and no correspondence will be entered into.
- 7.3 The community can get involved by liking their favourite entry. Community response may be referenced by The Promoter as part of the judging criteria, however, this will have no bearing on the Winner selection and the final decision is at the discretion of the Promoter.
- 7.4 Entries must be received by Friday 31st July, 2020 at 23:59 AEST to be included in the Prize judging. Each valid entry received during the Competition Period will be entered into the Prize judging.
- 7.5 An Instagram entry will only be valid if the entry includes the relevant **hashtag** (as per clause 3.1.b) and the entrant's Instagram account is set to public status. Instagram posts must remain on the entrant's Instagram account for at least 7 days after the last time and date for judging.
- 7.6 The Promoter has the right to disqualify any entrant if there is suspicion of using fake accounts to increase likes on their post; or if they are deemed in any other way of entering the Competition in a way which does not comply with the intent of these rules.
- 7.7 Each valid entrant who has entered the Competition over the duration of the Competition Period will be entered into the pool of entries.
- 7.8 If any particular judging date is scheduled on a public holiday, the judging will be conducted on the following business day.
- 7.9 The Promoter will contact the Winner/s via direct message in their Instagram or comment on the winning Facebook post and will provide them with an email to use to contact the Promoter. It is the responsibility of the entrant/s to check if they have been tagged as a Winner. The Winner/s is to contact the Promoter at the email address provided with their mailing address within 7 days of the Winner announcement. If they do not contact the Promoter, the Winner will be re-judged.
- 7.10 The Promoter reserves the right to request the Winner to provide proof of identity, proof of residency at the nominated Prize delivery address and/or proof of entry validity in order to claim a Prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.
- 7.11 The Promoter reserves the right to verify the validity of entries (including but not limited to an entrant's identity, age and place of residence) and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause.

- 7.12 Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 7.13 If required, unclaimed Prize judging will take place at the Promoter's premises, 1 Saunders St, Pyrmont, NSW, 2009 on Monday 17th August 2020 after 10:00 AEST. The unclaimed Prize Winner/s will be notified of their prize by direct message on Instagram or Facebook.

8 STANDARD TERMS

- 8.1 Should the Winner engage in any illegal activity, the Promoter and their associated agencies and companies are not held responsible.
- 8.2 Any entry that is made on behalf of an entrant by a third party will be invalid.
- 8.3 It is a condition of accepting the Prize that the Winner/s must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
- 8.4 The Promoter reserves the right to refuse to allow a Winner to take part in any or all aspects of the Prize, if the Promoter determines, in their absolute discretion, that a Winner is not in the mental or physical condition necessary to be able to safely participate in the Prize. It is also a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 8.5 The Promoter advises that the Winner/s seek their own tax advice and be responsible for reporting any monies earned to the Australian Taxation Office.
- 8.6 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these Terms and Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.
- 8.7 The Promoter and the Prize sponsor shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any Prize/s except for any liability which cannot be excluded by law. The Promoter and its sponsor is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 8.8 The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 8.9 The Promoter, their associated agencies and , companies and sponsor, if applicable, assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
- 8.10 If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the

administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition.

- 8.11 Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with Instagram terms of use, including but not limited to clauses relating to entrants with an Instagram account who are under the age of 13 at the time of entry, which can be viewed at <https://help.instagram.com/581066165581870>
- 8.12 This Competition adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <https://help.instagram.com/179379842258600>
- 8.13 This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram. Entrants understand that they are providing their information to the Promoter and not to Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms & Conditions of Entry. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Instagram.
- 8.14 Entry and continued participation in the Competition is dependent on entrants following and acting in accordance with Facebook terms of use, including but not limited to clauses relating to entrants with an Facebook account who are under the age of 13 at the time of entry, which can be viewed at <https://www.facebook.com/terms.php>.
- 8.15 This Competition adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at:
https://www.facebook.com/policies/pages_groups_events/#promotionsguidelines.
- 8.16 This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms & Conditions of Entry. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook.
- 8.17 All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Competition.
- 8.18 All entrants unconditionally and irrevocably release and discharge Instagram from any and all liability in relation to this Competition.
- 8.19 The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner/s). If you are not willing for this to occur you cannot participate in the Competition.
- 8.20 The Promoter is Network Ten Pty Ltd, 1 Saunders Street, Pyrmont NSW 2009 ABN: 91 052 515 250. Website www.10play.com.au