

Network 10

2020 Junior MasterChef Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the 2020 Junior MasterChef Competition (“Competition”) is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia. However, employees and the immediate families of Network Ten Pty Limited (the “Promoter”) and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.

Competition Period

3. The competition commences on **Sunday, 11 October 2020 at 19:30 AEDT** and closes on **Tuesday, 10 November 2020 at 12:00 AEDT** (“Competition Period”).
4. The Competition will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

5. To participate in the Competition entrants must:
 - a. Watch Junior MasterChef Sunday – Tuesday on Network 10 or 10 play throughout the Competition Period to find out an answer to the question on the entry form relevant to each episode.
 - b. Log on to 10play.com.au/win, click through the Junior MasterChef Competition entry page and register their details. Specific details may vary, and may include (but not limited to) first name, last name, post code, phone number, email address, gender and date of birth, to become a 10 Play member; and
 - c. Nominate a local school or community club (“Nominee”), including but not limited to the club or school’s full name, address, suburb and state (local school refers to a registered early learning centre, primary or secondary school in Australia that has a canteen on its premise; community club refers to a not-for-profit organisation or association that provides sporting, recreational, educational, social, community development or health services in Australia that has access and use of a canteen);
 - d. Provide the relevant answer to the question in the entry form; and
 - e. Tick the checkbox to confirm that the Nominee has given permission to be nominated and agrees to these terms and conditions.
6. It is free to become a 10 Play member, however, the cost of accessing the promotional website is dependent on the entrant’s individual service provider. These Terms and Conditions apply in conjunction with the 10 Members rules found on the Terms Of Use at <https://10play.com.au/terms-of-use>.
7. Incomprehensible and incomplete entries will be deemed invalid. Entries with incorrect answers to the daily question will be deemed invalid.

8. A limit of one online entry per day per 10 Play member applies. One membership per person applies.
9. Entries must be received by **Tuesday, 10 November 2020 at 12:00 AEDT** to be included in the Prize Draw. Each valid entry received over the duration of the Competition Period will be entered into the Prize Draw.
10. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
11. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter, and Ansible Pty Ltd, will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
12. Entrants under the age of 18 years must have the permission of their parent or guardian to enter this Competition.
13. The Promoter reserves the right, to seek verification (including by contacting an entrant and/or Nominee) of the identity and other particulars of entrants and Nominees (including but not limited to the Nominee's official documentation, ABN details and proof of bank account identification details) and to verify that an entry is made in accordance with these Terms and Conditions. The Promoter may disqualify any entry that is not made in accordance with these Terms and Conditions or that is made in circumstances of misconduct or process manipulation, in each case as determined by the Promoter in its absolute discretion. In its absolute discretion, the Promoter may accept errors and omissions and may choose not to enforce any of these Terms and Conditions in the conduct of the Competition.
14. In consideration for the Promoter awarding the prize to the Major Prize Winner, the Winner hereby permits the Winner's and/or Nominee's image, information and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in connection with Network 10 or the advertising or marketing thereof, in any media whatsoever through the world and the Winner and Nominee will not be entitled to any fee for such use.
15. The Prize Draw will be held on **Wednesday, 11 November 2020 at 14:00 AEDT** at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010.
16. The Major Prize Winners will be notified by a phone call within two (2) days of the draw and in writing and the Winner and/or Nominee's details will be published on the 10 Play website at 10play.com.au from **Friday, 13 November 2020**.
17. Any entrant who has submitted an entry that is made on behalf of the Nominee agrees for the Promoter to contact them and to arrange for contact between the Promoter and the Nominee within two (2) days of the draw via telephone or writing.
18. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Friday, 22 January 2021 at 14:00 AEDT**. The unclaimed prize

Winner will be notified of their prize by phone, in writing and Winner and/or Nominee's details will be published on the 10 Play website at 10play.com.au from **Monday, 25 January 2021**.

Prize Details

19. There will be One (1) Major Prize Winner drawn from all entries received (Online). The Major Prize Winner will win the following prize package to be paid to the Winner's nominated school or community club:

| Number | Major Prize Details | AUD Value |
|--------------------------------|---|--------------------|
| One (1) x Major Prize | <ul style="list-style-type: none">\$10,000 for their nominated school or community club | \$10,000.00 |
| TOTAL PRIZE VALUE - AUD | | \$10,000.00 |

20. The total Prize Pool is valued at **\$10,000.00** (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
21. The Prize will only be paid to the Winner's nominated school or community club (and is non-transferrable) to be used by the school or community club solely for the benefit of the canteen on its premises. The Prize must be taken as offered. The Prize value is in Australian dollars. The Promoter does not take any responsibility for any tax consequences or imposts that arise from the receipt of the Prize.
22. Prize monies will be transferred into the official local school or community club bank account nominated by the Winner.
23. The Winner will be required to provide the bank details of the nominated school or community club in writing to The Promoter. The Promoter will not be responsible for the Winner not receiving prize funds as a result of incorrect bank account details being supplied or other details affecting the transfer.
24. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner.
25. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
26. Personal information about the Winner and/or Nominee will be required, to the extent necessary for prizes to be delivered to the Winner.
27. If the Winner do not provide proof of meeting valid entry requirements, the Prize will be forfeited in full, and the Winner will have no further claim. A re-draw will be held to award the Prize to a valid entrant.
28. Prizes will be paid to the school or community club nominated in the winning contestant entry. 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.

29. It is a condition of accepting the prize the Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
30. Should the Winner not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the Prize, and a redraw will take place to reallocate the Prize to a valid Winner.
31. By accepting the prize, the Winner and/or Nominee agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
32. 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, subject to government legislation.
33. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified in accordance with these terms and conditions. In the event that the Promoter requests the entrant and/or Nominee to sign any legal documents relating to the verification of the entrant's entry, the legal documents will take the form determined by the Promoter (as applicable). It is a condition of accepting the prize the Winner signs any such legal documentation.
34. 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 State 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 their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and:
(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 entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) 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 entrant; or (f) use of the prize.
35. 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 Promoters, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate, subject to government legislation.

36. All entries become the property of the Promoter.
37. The Promoter 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 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.
38. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to Ansible Pty Ltd. Your personal information and that of the Nominee may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's surname, initial, state and name of the Nominee. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the promotion.
39. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited and its parent company ViacomCBS Inc's APP Privacy Policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited and its parent company ViacomCBS Inc's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.
40. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
41. Permit Approvals: ACT: TP 20/01353.1, NSW: LTP/00455, SA: T20/1205.