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Andy Allen's Mac and Cheese | MasterChef Network Ten Competition Terms and Conditions

Schedule

1.	Promotion Name	Andy's Mac and Cheese MasterChef ("Competition")		
2.	Promoter	Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009 ("Promoter")		
5.	Competition Period	Open Date: Monday 26th April, 2021 at 12 noon AEST ("Opening Date") Close Date: Monday 3rd May, 2021 23:59 AEST ("Closing Date") Judging Date: Tuesday 4th May 2021 at 09:00 AEST ("Judging Date ")		
6.	Prize Details	There will be two (2) Major Prize Winner/s judged from all entries received via email who will win the following prize ("Prize"):		
		Number	Prize Details	Up to the Value of (AUD) each
		2 x Major Prizes	<ul style="list-style-type: none"> 1 x \$100 Coles Gift Card for a 10 ViacomCBS Australia agency or advertising client, and 1 x \$100 Coles Gift Cards for a 10 ViaComCBS Australia Employee 	\$100.00
		TOTAL PRIZE VALUED AT UP TO - AUD		\$200.00
7.	Prize Value	The total Prize Pool is valued at up to AUD \$200.00 (including GST).		
8.	Prize Restrictions	Winners may be required to provide their full address, suburb, state and postcode at the time of winner notification to receive their prize.		
9.	Eligibility to Enter	a) Entry is open to Australian Media agency employees, 10 ViacomCBS Australia advertising clients, and 10 ViacomCBS Australia Employees, aged 18 years and older.		
10.	How to Enter	a) To participate in the competition, entrants must enter via: Email <ul style="list-style-type: none"> Watch Andy Allen create his version of Mac and Cheese on MasterChef from 7.30pm on Network 10 on Tuesday 27th April or on 10 Play on demand at 10play.com.au; Create your own version of Andy Allen's Mac and Cheese; Take a photograph of your Mac and Cheese creation; and Email a photograph of your Mac and Cheese creation to corpcomms@networkten.com.au Plus: <ul style="list-style-type: none"> Your first name and last name Agency or company who currently employs you, Country of residence, and Phone number. b) Entries must be received by Monday 3 rd May, 2021 at 23:59 AEST to be included in the Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize Judging.		



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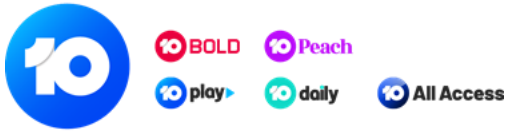
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12.	Maximum Number of Entries	There is a limit of one entry per participant.
13.	Number of Winners	Major Prize Winners: 2 } (“Winners”)
14.	Winner Determination	a) The Prize Judging will be held on Monday 3 rd May, 2021 from 10:00 am AEST at Network 10 at 1 Saunders Street, Pyrmont NSW 2009. b) The Winner will be the entrant who, in the sole opinion of the judges, has submitted the most creative and visually appealing version of Andy Allen’s Mac and Cheese.
15.	Winner Notification	The Winner will be notified by a phone call or email within two (2) days of the winner determination.
17.	Unclaimed Prize Judging Date and Location	If the Prize remains unclaimed by the Winner or unallocated or forfeited by Monday 17 th May, 2021 at 09:00 AEST, an unclaimed prize judging will take place. This will take place on Monday 17 th May, 2021 at 10:00 AEST.
18.	Unclaimed Prize Winner Notification	The unclaimed prize Winner will be notified of their prize by phone or email within 2 days of the unclaimed prize judging.
20.	Additional Information	The Coles Gift Card awarded to Major/Minor Prize Winner must be used in accordance with the terms and conditions applicable to the voucher as specified by https://www.giftcards.com.au/CMS/Page/giftcardtermsfuse .



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Network Ten Competition Terms and Conditions

Conditions of Entry

1. Schedule and Conditions of Entry

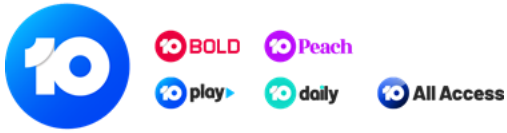
- a. The schedule above must be read in conjunction with these conditions of entry. Entry into the Competition is deemed acceptance of these terms and conditions.

2. Eligible Entrants

- a. **States.** Entry is only open to residents in the eligible states specific in the 'Eligibility to Enter' section of the Schedule who comply with the age conditions. Entrant must be residing in Australia or New Zealand at the time of entry, or their entry may be deemed invalid.

3. Entry into the Promotion

- a. **Entry Method.** To participate in the competition, entrants must follow the entry method stated in the 'How to Enter' section of the schedule. If a codeword required, the entrant must comply with the code word details in the 'Code Word Details' section of the schedule. Entrants may submit up to the maximum number of entries and these entries must be received during the promotion period.
- b. **10play Entry.** 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 TEN Members rules.
- c. **SMS Entry.** SMS entrants must have Premium Services enabled by their mobile phone carrier to enter. Entrants will be charged \$0.55 (inclusive of GST) per SMS. Each SMS is limited to 160 characters and \$0.55 will be charged for every 160 characters or part thereof. Entries exceeding this character limit may be charged extra (Ansible Pty Ltd SMS Helpline 1300 851 419).
- d. **Time of Entry.** 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.
- e. **Entrant Responsibility.** 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.
- f. **Validity of Entrants.** 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 is not in accordance with these Terms and Conditions or who tampers with the entry process. Incomprehensible and incomplete entries will be deemed invalid. An entry that is made on behalf of an entrant by a third party will be invalid. Error 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.
- g. **Inappropriate Entries.** Entries must not be offensive, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter.



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4. **Winners**

- a. **Game of skill.** This is a game of skill; chance plays no part in determining the Winner. Each entry will be individually judged based on the criteria stipulated in the 'Winner Determination' section of the schedule.
- b. **Winner Determination.** Winners will be determined from all valid and eligible entries received during the promotional period in accordance with the Winner determination specific in the 'Winner Determination' section of the schedule. The Winner/s will receive the prize/s.
- c. **Winner notification and publication.** The Winner/s will be notified in accordance with the Winner Notification and the Winner/s name (first initial and surname) and State/Territory of residence will be published in accordance with the Winner Publication.
- d. **Winner decision.** The judges' 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.
- e. **If winner is under 18 years old.** If the prize Winner is under 18 years of age at the time of the judging (where entry by persons under 18 is permitted), the prize will be awarded to their nominated Parent or Guardian on behalf of the Winner. The Winner and parent or guardian may be required to sign a prize transfer form.
- f. **Media.** In consideration of the Promoter awarding the prize to the Winner, the Winner hereby permits the Winner's image 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 will not be entitled to any fee for such use.
- g. **Proof of meeting requirements.** If the Winner does not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Winner will have no further claim. A prize re-allocation will be held to award the Major Prize to a valid entrant.
- h. **Entrant contact details.** Prizes will be awarded to the person named in their 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.
- i. **Legal release.** 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.
- j. **Compliance.** It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the prize supplier's requirements. 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 prize re-allocation will take place to reallocate the Prize to a valid Winner.

5. **Prize Terms (General)**

- a. **Prize details.** The prize details and total prize value for this promotion is specified in the 'Prize Details' section of the Schedule.
- b. **Ancillary costs.** Any ancillary costs associated with redeeming the prize/s are not included. These are the responsibility of the Winner.
- c. **No transfers or exchanges.** All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. In the event that for any reason whatsoever a Winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the prize. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any

variation in the prize values. Prize 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.

- d. **Ongoing Costs.** 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.
- e. **Prize availability.** If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any directions given under State Regulation.
- f. **Unclaimed Prize Judging.** All reasonable attempts will be made to contact the Winner. If the Prize remains unclaimed by the Winner or unallocated or forfeited for any reason by the date stipulated in the 'Unclaimed Winner Determination Date and Location' section of the schedule, the Prize/s will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant that has failed to claim the prize.

6. Cash Prize

- a. Prize monies will be transferred into the bank account nominated by the Winner. The Promoter will not be responsible for the Winner not receiving prize funds as a result of incorrect bank account number details or other details affecting the transfer.

7. Vouchers

- a. The voucher awarded to the Major/Minor Prize Winner must be used in accordance with the terms and conditions applicable to the voucher as specified in the 'Additional Information' section of the schedule.

8. Exclusion of Liability

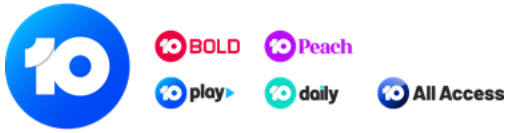
- a. **Originality of Entry.** The Entrant warrants to the Promoter the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. 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.
- b. **Use of Entries.** 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.
- c. **Prize delivery.** The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize/s.
- d. **Safety conditions.** The Promoter, and any of their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) make no representation as to the safety conditions or other issues that may exist at any event, or during participation of any activity. All Winners, agree that The Promoter, and any of their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) are released from all liability in relation to any injury or loss that Prize Winner may potentially suffer. All prize Winners participate in the prize at their own risk.
- e. **Inability to run as intended.** 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.

- f. **Entry validation.** If your entry is selected as a winning entry, validation of your circumstances, 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 the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the Winner signs any such legal documentation.
- g. **Statutory Consumer Guarantees.** 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 Promoters (including its 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.
- h. **Promotion interfering.** 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.
- i. **Inaccurate information.** 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.

9. Personal Information

- a. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
- b. Personal information about all prize Winners will be shared with the prize provider, and their agents, to the extent necessary for prizes to be delivered to the prize Winners.



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- c. 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 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 and State. 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.
- d. 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's 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'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.