

WESTGOLD CAKE BAKE AND SWEETS SHOW GIVEAWAY

Terms and Conditions of entry

The prize consists of one 4.8L Artisan Stand Mixer from KitchenAid, valued at \$879.00 AU. To go into the draw to win, you must agree to (a) sign up to Westgold's email newsletter and (b) take a photo at our photobooth. By ticking that you want to enter the giveaway you are allowing Westgold to subscribe you to their database and receive a monthly newsletter with great recipes and news about Westgold. You may unsubscribe at any time. The prize will be posted to the winner's address in Australia. Full Ts and Cs available at westgold.com/au/terms-and-conditions.

General provisions:

1. Promotion: Your entry into and participation in the competition at the Cake Bake and Sweets Show 2023 is deemed acceptance of these Terms and Conditions which includes any information on how to enter and win prizes.
2. Who can enter? Entry is open to residents of Australia only. You are not eligible to enter if you are an employee of the Promoter or its related corporations or agencies, or a member of an employee's immediate family.
3. Promotional Period: The promotion will run for the duration of the Cake Bake and Sweets Show 2023 (22-24 September 2023) and will finish when the prize draw is complete and winner(s) announced ('Promotional Period').
4. How to enter? To enter any Promotion and be eligible to win, you must, during the Promotional Period, follow the instructions set out by Westgold above. You are not permitted to use any automated entry software or any other mechanical or electronic means that allows you to automatically enter, or enter repeatedly and you are responsible for any associated costs such as internet access.
5. Prize draws: The prize draws will be held at the time stipulated. The winner will be randomly drawn from all eligible entries or selected based on the criteria provided. The prizes is not transferable, changeable or redeemable for cash.
6. Notification to winner(s): The winner will be announced on the Westgold Facebook page. The Promoter may also send an email to the winner
7. Accepting the prize: Following the Facebook announcement, the winner will need to reply via email with the winner's contact details. This will enable the Promoter to supply their prize and will be deemed to be acceptance of the Prize. If the winner does not accept the prize within 7 days of being notified, the prize will be forfeited. The Promoter reserves the right to award any forfeited prize to another eligible entrant. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's parent or guardian.
8. Your entry: You promise and warrant that all the details submitted with your entry are true and correct, and, if you are post or upload a photo or written response: you have all of the necessary rights, consents and licences to grant the rights to the Promoter as set out in these Terms and Conditions;
 - a. your entry is original, solely your own and has not been communicated to the public before;
 - b. your entry does not infringe the intellectual property rights of any third party;
 - c. and the exercise of any rights granted by you to the Promoter is at the complete discretion of the Promoter, including any communication of your entry to the public.

9. Licence: By submitting your entry, you grant the Promoter and its licensees and assignees a perpetual, world-wide, royalty free, licence to exercise all rights (including intellectual property and privacy rights) to your entry and any other material provided by you to the Promoter in relation to the Promotion at any time. You consent to your entry being edited or adapted or modified at any time and in any manner by the Promoter or its agents, licensees and assignees.

10. Receipt of entries: Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected, corrupted, incomplete or incorrectly submitted entries. Entries are deemed to be submitted at the time of receipt by the Promoter or its agents.

12. No endorsement: You acknowledge and agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with any software, application or website used to enter the Promotion. If you use any software, application or website to enter the Promotion, that use is subject to any applicable terms of use. In the event of any inconsistency between such terms and these Terms and Conditions, these Terms and Conditions will prevail.

13. Promoter's rights: The Promoter reserves the right to:

- a. provide an alternative prize of equal monetary value if a prize or any part of a prize becomes unavailable for any reason beyond the Promoter's control;
- b. disallow entries in its absolute discretion;
- c. verify the validity of entries and determine the eligibility of entrants (including an entrant's identity) and to disqualify any entry or refuse to award a prize where dishonest or misleading details have been given by an entrant, or where an entrant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion;
- d. to terminate this promotion or amend any aspect of this promotion (including the prize) without notice at any time in its sole discretion if this promotion or any aspect of this promotion cannot be reasonably conducted as planned;
- e. enforce any of its rights at any stage and failure to do so is not a waiver of those rights.

14. Exclusion: The Promoter shall not be liable for any loss or damage whatsoever which is or may be suffered (including but not limited to indirect or consequential loss) or for personal injury which is or may be suffered or sustained, in connection with participation in the promotion or accepting any prize, except for any liability which cannot be excluded by law.

15. Indemnity: As a condition of participating in a promotion, the winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with that promotion against all claims, damages, liabilities, costs and expenses (including legal fees on a solicitor and client basis) which the Promoter may incur arising out of the winner's participation in the promotion and/or participation in a prize, howsoever caused.

16. Publicity: By entering the draw or accepting a prize you consent to the use of your name, likeness, image or voice in any media for an unlimited period of time without remuneration for the purposes of the Promotion and promoting any products manufactured, supplied or distributed by the Promoter.

17. Privacy: The information collected about entrants in the course of the Promotion has been requested to enable the Promoter to conduct the Promotion in accordance with these Terms and Conditions (including publicity), and for promotional purposes. All personal information collected will be used and retained in accordance with the Westland Milk

Products Privacy Policy which can be found on the Westland Milk Products website: <https://www.westland.co.nz/en/terms-and-conditions/>

18. Your personal information: A request to access, update or correct any information should be directed to the Promoter at their address set out below.

19. Promoter: The promoter is Westland Milk Products Ltd, 56 Livingstone Street, Hokitika, 7810. All decisions of the Promoter are final and no correspondence will be entered into.