

Children's Book Council of Australia WA Branch Go for 2&5 Competition - 'A Recipe is a Story, too!'

Terms & Conditions

1. Instructions and information on how to enter the competition form part of these terms and conditions, and entry into the competition is deemed acceptance of these terms and conditions.
2. The promoter is Children's Book Council of Australia Western Australian Branch Inc, ABN 61 615 312 858, PO Box 473, West Perth, WA 6872 (**Promoter**).
3. Entry to the competition is open from 8.00 am (AWST) on Monday, 15 August 2016 until 5.00 pm (AWST) on Friday, 2 September 2016.
4. Entry to the competition is free. Competition is open to two categories of entrants:
 - (a) individual children enrolled in Year 1 to Year 7 (inclusive) at a Western Australian primary school or home schooled and who are residents of Western Australia; and
 - (b) classes of children enrolled in Year 1 to Year 7 (inclusive) at a Western Australian primary school.
5. Executive committee members and committee members of the Promoter and their immediate families, and directors, managers or employees of agencies associated with the competition, are not eligible to enter the competition.
6. To enter, entrants must send:
 - (a) a recipe with at least one serve of fruit and vegetable included in the ingredients;
 - (b) a reason, in 30 words or less, for sharing the recipe and explanation of why it is a healthy recipe; and
 - (c) a photograph or drawing of the final dish,to the Promoter by email to recipecbw@yahoo.com with the subject line 'A Recipe is a Story, too / Go for 2&5 Competition'.
7. Only one entry per person or class, as the case may be, is permitted.
8. The prizes for competition are:
 - (a) for the winning entry in the individual school children category (see 4(a) above), a Westbooks book voucher to the value of AU \$50.00; and
 - (b) for the winning entry in the classes of children category (see 4(b) above), a Westbooks book voucher to the value of AU \$150.00.
9. If a prize is not available for any reason, the Promoter reserves the right to substitute the prize for another of similar value.
10. The entries will be judged on the grounds of merit, originality and creativity in the promotion of healthy eating. The winning entries will be judged by a representative of Healthway of Ground Floor, 24 Outram St, West Perth, WA, 6005 before 16 September 2016. The representative of Healthway will chose one winner for each category and one reserve winner for each category. Healthway's decision as to the result of the competition is final and no correspondence will be entered into.

11. The competition is solely a game of skill. Chance plays no part in determining the winning entries.
12. The winners will be notified by telephone or email within 1 business day after the winning entry in each category is selected. The Promoter may also announce or publish the initials, the year and the name of the school of the prize winners in any media, including the Promoter's website.
13. The prizes will be mailed to the prize winners.
14. The right to a prize is not transferable or assignable to another person, or redeemable for cash.
15. If a prize winner is unable to be contacted within 2 months after the date the winner is first notified then that winner's right to the prize is forfeited and the prize will be given to the reserve prize winner in the applicable category.
16. The Promoter reserves the right, at any time, to verify the validity of an entry or disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's absolute discretion. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion.
17. No responsibility is accepted for late, lost or misdirected entries. The Promoter is not responsible for any problems or technical malfunction of any computer system, software or Internet difficulties, including any damage to an entrant's computer, resulting from participation in the competition. Any cost associated with accessing or submitting an entry is the entrant's responsibility.
18. The Promoter will not be liable for any loss or damage or personal injury suffered or sustained in relation to the competition or a prize except for any liability which cannot be excluded by law. Nothing in these terms and conditions limits, excludes or modifies any rights under the *Australian Consumer Law* or other applicable laws.
19. The Promoter reserves the right to delay or modify any aspect of this competition if for any reason it is not capable of running as planned (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures, power failures or due to any other causes unforeseen or beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition) but only to the extent necessary to overcome the issue that is affecting the running of the competition as planned.
20. By participating in the competition, an entrant authorises the Promoter, and contractors and agents of the Promoter, to access, collect and use personal information about the entrant, and disclose personal information about the entrant, to the Promoter and its contractors and agents, for the purposes of (i) conducting the competition and (ii) providing the entrant with information about products and services of the Promoter. Such information may be provided electronically, or by contacting the entrant by telephone or other means, until such time as the entrant asks the Promoter not to provide further information. A prize winner may be asked by the Promoter to participate in publicity associated with the competition. The prize winner will have the right to elect whether or not to participate in that publicity.
21. By participating in the competition, an entrant:
 - (a) assigns all rights, title (legal and beneficial) and interests in and to the entries, including without limitation all copyright (and future copyright) and other intellectual property rights in the entry of the entrant, to the Promoter. The assignment will be deemed to have taken effect upon entry into the competition; and
 - (b) gives a waiver of any moral rights (as that term is defined in the *Copyright Act 1968* (Cth)) subsisting in the entry of the entrant and an unconditional consent to the

Promoter (and any other person on the Promoter's behalf) doing any act which, but for that consent, would infringe that entrant's moral rights.

22. The entrant warrants that the entrant's entry is their own work and does not infringe the intellectual property rights of any third party. The entrant fully indemnifies the Promoter, Healthway, and any contractors and agents of the Promoter or Healthway, against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party against the Promoter, Healthway, or contractors and agents of the Promoter or Healthway, alleging that the entrant's entry infringes the third party's intellectual property rights.
23. To the extent that the competition is deemed as being administered or promoted on Facebook, entrants release Facebook and its associated companies from all liability arising in respect of the competition and acknowledge that:
 - (a) the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook;
 - (b) any information provided by the entrant in connection with the competition is provided to the Promoter and not to Facebook; and
 - (c) any questions, comments or complaints regarding the competition will be directed to the Promoter, not to Facebook.