



KITCHENAID
CHOCOLATE COOKBOOK COMPETITION
TERMS AND CONDITIONS

1. Information on how to enter this Promotion and Prize details form part of these Terms and Conditions of entry (**Terms**). These Terms apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The promoter is KitchenAid Australia, Pty Ltd (ABN 50 601 363 419) of 6-8 Billbrooke Close Cameron Park, NSW, Australia, telephone (02) 4902 6500 (**Promoter**).
3. The Promotion will be open from 12:00pm AEDT on October 11th 2017 and will close at 11:30pm AEDT on October 25th 2017 (**Promotion Period**).
4. Entry is open to Australian and New Zealand residents aged 18 years and over, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion;
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 4(a) of these Terms;
 - (c) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
 - (d) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrants)

By entering this Promotion you represent that you are eligible to enter.

5. To enter the Promotion and be eligible to win, Eligible Entrants must, during the Promotion Period:
 - (a) Like and comment on the KitchenAid Australia and New Zealand Instagram post, 'what would you make in the KitchenAid Limited Edition Black Tie Stand Mixer'

(Eligible Entry).

6. There is a limit of one entry per Eligible Entrant during the Promotion Period. The use of any automated entry software of any other mechanical or electronic means that allows an

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entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means invalid.

7. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries or entries not received for any reason. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
8. Incomplete, illegible, indecipherable or incorrect entries, or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights (including intellectual property rights) are invalid.
9. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms.
10. Judging will be based on the best and most creatively written entry. This will take place at 2:00pm AEDT on October 26th 2017 (**Draw Date**) at 2.03/90 Bourke Road, Alexandria, NSW 2015.
11. The judging will be conducted by a representative of the Promoter.
12. Ten eligible entrants with the best and most creatively written entries will be deemed as Prize Winners.
13. The Prize is a personally signed copy of 'Chocolate', by Kirsten Tibballs retail price \$42.00 (**Prize**).
14. The Promoter accepts no responsibility for any variation in the value of a Prize, or for any tax liabilities that may arise from winning the Prize.
15. The Prize is not transferable and cannot be exchanged as cash. The Prize will be mailed to a nominated address within Australia. All other costs associated with the Prize are the responsibility of the Winner.
16. The Winners will be notified via Instagram private message within 2 days of the judging.
17. The Promoter reserves the right to request that a Winner provides proof of his / her identity, residency and age prior to awarding a Prize. Proof of identification considered suitable for verification is at the discretion of the Promoter. In the event that the Winner cannot provide suitable proof, in the timeframe required by the Promoter, the Winner will forfeit the Prize and no substitute will be offered.
18. If the Promoter is unable to contact the Winner to claim fulfilment of the Prize by October 30th 2017 or a Winner cannot provide suitable proof as required by clause 18, the prize will be deemed as forfeited.
19. The Prize will be delivered to the Winners via mail to the Winner's nominated address provided, once notified about their win within 28 days of the Judging Date.
20. The Promoter shall not be liable for any Prize that may be lost, stolen, forged, damaged or tampered with in any way before it reaches the Winner.

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21. In the event that the Promoter is unable to supply the Prize, the Promoter reserves the right to supply an alternative prize of the same or greater value, subject to any relevant written directions given by State or Territory gaming departments.
 22. The Promoter's decision is final on all matters and no correspondence will be entered into.
 23. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.
 24. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award the Prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each Eligible Entrant consents to disclosing their personal information to the Promoter and the Promoter using, and disclosing their personal information to the relevant authorities in the relevant States, the Promoter's related entities, the Promoter's agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes) for the following purposes:
 - (a) conducting the Promotion;
 - (b) contacting the entrant in relation to the Promotion;
 - (c) publishing the winners' names and State / Territory of residence in accordance with these Terms and as required under relevant legislation;
 - (d) improving the Promoter's or the Promoter's related entities' goods and services;
 - (e) in the Promoter's and its agencies case, the purposes set out in the Promoter's privacy policy (available at https://kitchenaid.com.au/sites/default/files/content/PrivacyDocs/ka_privacy_policy_-_final_jun_17.pdf or by writing to the Promoter at the address set out in paragraph 2 of these Terms).
- The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. Eligible Entrants can also gain access to, update or correct any personal information held by contacting the Promoter at the details listed in paragraph 2 of these Terms. All personal information will be stored at the office of the Promoter.
25. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to a participant's or any other person's computer related to participation in this Promotion and problems with transmission of entries and / or emails over the internet, acts in violation of these terms and conditions, acts in a disruptive manner, or acts with the intent to annoy, abuse, threaten or harass any other person.
 26. Acceptance and use of the Prize is subject to any terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with the Prize (**Third Party Terms**). The Winner is responsible for complying with all applicable Third Party Terms, and bears all risk associated with failure to comply with any of them. The Promoter assumes no liability (and will provide no compensation) as a result of any failure to comply with any

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Third Party Terms.

27. All costs associated or arising in connection with participating in the Promotion and the Prize are the responsibility of the Eligible Entrants. Any costs associated with accessing the internet are the Eligible Entrant's responsibility, and depend on the internet service provider used.
28. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with this Promotion or as a result of accepting or using the Prize, except for any liability which cannot be excluded by law.
29. If the 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, 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 any applicable regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.