

MINDFOOD Competitions Terms and Conditions 2021/2022

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions. Specific terms and conditions for each giveaway will appear on the entry page.
2. The competition is a game of skill in which chance plays no part in determining the winners.
3. Prizes are not transferable or exchangeable and cannot be taken as cash.
4. Two weeks after the original decision has been made if any of the winners cannot be contacted, any unclaimed prizes will be awarded to the next best entry(ies) as judged by the promoter at the same place as the original judging, subject to any directions from a regulatory authority.
5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one entry permitted per person.
8. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
9. If this competition 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, 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 competition, as appropriate.
10. Any cost associated with accessing the competition is the entrant's responsibility and is dependent on the Internet service provider used.
11. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition, including, but not limited to, where arising out of the following: (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 Promoter) 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 a prize.
12. The Promoter collects personal information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
13. The Terms and Conditions are subject to change at any time without notice.
14. The Promoter is McHugh Media Australia Pty Ltd of 102/4-14 Buckingham Street, Surry Hills, NSW 2010. ABN 90 126 718 616. Staff, families and agencies of McHugh Media are not eligible to enter.