

TERMS AND CONDITIONS- Nude Food October

Conditions of Entry

1. Information on Nude Food October and Nude Food Challenges will form part of these Terms and Conditions. You can find this information by reading this Application Guide available on our website. Participation in the 'Nude Food Grant' ('promotion') constitutes acceptance of these Terms and Conditions. Only entries that are submitted and comply with these Terms and Conditions may take part in this promotion.
2. The Promoter is Smash Enterprises Pty. Ltd. (A.B.N. 52 091 134 708) of 33 Recland Drive, Mitcham Victoria 3132, AUSTRALIA.
3. Entry is only open to Australian and New Zealand residents. Directors, management and employees of the Promoter, its related companies and agencies, the immediate families of the above listed persons (including a spouse, parent, sibling or child, whether or not they live in the same household), and directors, management and employees of companies, business or individuals associated with this Promotion are ineligible to enter.
4. The Promotion will commence on 14th October 2019, 08:00am AEDST and close on 31st October 2019, 5:00pm AEDST ('Promotion Period').
5. Chance plays no part in determining the winner. It's the applicant's responsibility to ensure all challenge requirements are addressed and follows the process to enter. Nude Food Day accepts no responsibility for incomplete, damaged or incomprehensible entries will be deemed invalid. The judges' and Promoters' decision in relation to any aspect of the promotion is final and binding on each person who enters. No correspondence will be entered into.
6. To be eligible to win, entrants must have registered via the Nude Food Day website (www.nudefoodday.com.au), completed the challenge and is received by the promoter via email or post within the competition period.
7. Entries must be received by 31st October 2019, 5pm AEDST. Entries become the property of the Promoter and will not be returned. Entries received after this time are unable to be accepted.
8. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creativity and the overall level of effort that goes into the submission.
9. Judging will take place at Smash Enterprises, 33 Recland Drive Mitcham, from 8:00 am AEDST on 14th to 31st October 2019 by a panel of judges. The successful applicants will be contacted via email and/ or phone and announced by email and social media 31st October 2019.
10. 9b. Due to the volume of applications received, we are unable to provide individual feedback or return submissions to applicants. We are unable to provide manual receipt of submission, if you send via email you will receive an auto response (allow 48 hours and check junk/ spam folders) and if you require confirmation via post please send registered with tracking.

Nude Food Grant

11. There is a \$2,000 prize pool including \$1,000 gift cards and \$1,000. RRP product.
 - There will be 10 Nude Food Day Challenges between 14th-31st October 2019, which the winners will each be awarded \$100 gift card and \$100 RRP Smash and Food Movers products.
 - You must gain permission from your school principal to register, before completing the Online Registration Form for your school. www.nudefoodday.com.au
 - Visit the Nude Food Day website page to view the 10 x Nude Food Challenges, Instructions to Enter and closing dates and times.
 - Please ensure you are submitting accepted file type: We accept jpegs, pdf's, word documents, power point, excel spreadsheets, dropbox links, youtube and vimeo video links and USB devices. Video's/ songs must be no longer than 2 minutes. We accept any entry mailed as long as the challenge accepts postal submissions.
 - Please ensure that people under the age of 18 have parent/ guardian's express permission to enter. Should your submission include any images or videos of students under the age of 18 please ensure you have parent/ guardian's permission to use these as part of your entry. If successful these may be shared via social media, email and with media partners.

General Conditions

13. Total prize pool for the Promotion is AUD \$2,000 (inclusive of GST). This can be made up of \$1,000 gift cards and \$1000 RRP Smash and Nude Food Movers products.
14. Each applicant can enter once for each challenge.
15. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
16. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
17. Should the winner of any prize not claim the grant, or the Promoter is unable to locate a winner by 7th November 2019, the prize will be forfeited by the winner(s), with no liability whatsoever on the Promoter towards the prize winner(s).
18. The Promoter reserves the right to conduct further judging on 11th November 2019 at the same time and place as the original judging in order to distribute any prizes that remain unclaimed by that date. Winners of the second judging will be notified via email by 12th November 2019.
19. Supplementary prizes are not transferable or exchangeable and cannot be redeemed for any other form of compensation (including cash), unless otherwise specified. The value of the prizes is accurate as at the commencement of this Promotion. The Promoter and its associated parties accept no responsibility for any variation in the value of a prize after that date.
20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. The Promoter may, in its absolute discretion, require entrants to validate any one or all of their entries in the Promotion at any time during the Promotion prior to being eligible to claim a prize. 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). The Promoter also reserves the right to request winners to provide proof of identity and residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter. Errors 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.
22. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
 - fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction;
 - tampers with or benefits from any tampering with the entry processor the operation of the Promotion;
 - submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions; or
 - acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.The Promoter's decision is final and no correspondence will be entered into.
23. If for any reason any aspect of this Promotion is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion, to the fullest extent permitted by law (a) disqualify any entrant; or (b) modify, suspend, terminate or cancel the promotion, as appropriate.
24. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions (including awarding the prize or any part of the prize), the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Promotion.
25. All entries submitted become the property of the Promoter. As a condition of entering into this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry, which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
26. Any cost associated with accessing the promotion website is the entrant's responsibility and is dependent on the Internet service provider used.
27. 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 promotion, 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/taking of a prize.
28. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings in Australia or New Zealand. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
29. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling 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.
30. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.