

'PROMOTION' ENTRY - TERMS & CONDITIONS

1. The Terms and Conditions of entry for the 2019 Chef's Table 'promotion' (**'the Promotion'**), including information on how to participate, information on promotion of the 'promotion' and participants, associated functions and prize details, form the entire Terms and Conditions of this 'Promotion' and entry into the 'Promotion' is deemed full acceptance of the Terms and Conditions of this 'Promotion'.
2. The 'Promoter' is The Registered Clubs Association of New South Wales Limited (ClubsNSW, ABN 61 724 302 100) of Level 8, 51 Druitt Street, Sydney, New South Wales 2000 (**'Promoter'**). The 'Promoter' may promote itself by its trading name 'ClubsNSW'.
3. The 'Promotional Period' is from 9:00am Australian Eastern Standard Time (AEST) on 06/05/2019 until 11:59pm AEST on 05/08/2019 (**'Promotional Period'**).
4. Entry into the 'Promotion' is open to one (1) team of a combination of two chefs/cooks/apprentices (**'entrants'**) employed by any NSW registered club (**'club'**) that is a current financial member of ClubsNSW and has its registered office/ licensed premises in the state of NSW as at **Monday 6th May 2019 ('Promotion Start Date')**.
5. Where a club or group has multiple premises (e.g. amalgamation or split-premise) or has a Private Caterer operating within a club, the club must enter the 'promotion' in their own right and submit independent entries in the name of each of the individual clubs. Entries should reflect the practices of the individual club and not the practices of the group. Where a split-premise club is the recipient of an award, any promotional material related to that award must refer to the individual club and not the amalgamated group to which it belongs.
6. A Private Caterer operating within a club are eligible to enter subject to them having entered into an existing contract/lease, with the NSW member club, with no less than 12 months term remaining on the term of the contract or lease after the Promotional Period – see Clause 15.
7. Any entry from a Private Caterer within a club must enter and compete under the name of the club in which they have an existing contract/lease as per Clause 4 above.
8. To enter, the following must be completed and submitted via the nominated online entry form on the Promotional website as stated in the 'promotion' Materials by no later than **4:00pm, Friday 14 June 2019;**
 - 8.1. A completed '*promotion' Online Entry Form*, including the full name of the individual club, street address and contact details (club and the two culinary team members) of those competing.

- 8.2. A *Club Declaration Form* signed by either the club's President or Secretary Manager, confirming that all information submitted is true and correct.
9. With the exception of the signature on the *Club Declaration Form*, all entries must be typed, handwritten entries will not be accepted and incomplete or indecipherable entries will be deemed invalid by the Promoter.
10. It is the responsibility of the club to confirm with the Promoter that their entry has been received. The Promoter will accept no responsibility for any entry not received by the Promoter by the closing date and any entries submitted after the stated closing date and time will be deemed invalid.
11. At the sole discretion of the 'Promoter' including its Judges, any failure to adhere to the '*promotion*' *Guidelines* and *Terms & Conditions* during the 'Promotion' may result in loss of marks or disqualification of the 'Entrants' both of which are at the sole discretion of the Promoter.
12. Submission of any entry indemnifies the 'Promoter' against all future claims made by an 'Entrant' including any unforeseen losses, suits and demands made against or suffered by the club due to any negligent act or omission on the part of the team entrants or an agent (e.g. Judge, Videographer, Photographer) engaged by the 'Promoter'.
13. Each entrant accepts that by entering this 'Promotion' they agree that the 'Promoter' and associated partners, including aforementioned agents and Promotional Partners (Promotion and Prize partners), may use any information (e.g. menu) photography or videography (including interviews, recipe cards, speeches) gathered throughout the 'Promotional Period' as they see fit for the benefit of the 'Promotion'.
14. Club teams that enter the Promotion are required to compete in the finalist event – referred to as the 'Cook-Off'. The 'Cook-Off' will be held at Ryde TAFE, 250 Blaxland Road, Ryde, NSW between 16th and 18th July 2019. All associated costs including travel, accommodation, insurances, labour and utensils that are not listed in material items provided (including basic Chef kit and specified 'allowed' items) to participate in the 'Cook-Off' are the sole responsibility of the club and/or its 'entrants'.
15. The Promoter reserves the right to allocate each entrant's 'Cook-Off' date and time. The make-up of this will be by way of a ballot, with every qualifying 'entrant' notified of its date/time by no later than **4pm, 25th June 2019**. Each team 'entrant' is required to attend one (1) of the three (3) 'Cook-Off' days only. Non-participation in the 'Cook-Off' will result in immediate disqualification.
16. All cooking ingredients for participating 'entrants' will be provided on the day of the 'Cook-Off' to allow teams to produce their 'Promotional' menu. The contents of the Mystery Box will be revealed on the morning of every 'Cook-Off'. Every item in the Mystery Box must be included somewhere in each teams

Entrée, Main or Dessert. Each team will be required to prepare four (4) plates of each course at the 'Promotion'.

- 17.** Any club team who participates in the 'Cook-Off' can only substitute team members if the original team member is no longer employed by the club or are unable to compete due to extraordinary circumstances, with the latter to be the sole discretion of the 'Promoter' once identified by the 'entrant'. Any changes to team members must be submitted in writing to the 'Promoter' as soon as known by the club entrant, no later than one (1) week before the scheduled 'Cook-Off' date. Notification of change to a team member should only be made in writing (email) to Keely Barron, ClubsNSW Events Coordinator at kbarron@clubsnsw.com.au. Approval of all changes is at the sole discretion of the 'Promoter' and is not considered final until the 'Promoter' has given such approval to the club. Should changes to an 'entrant' be approved, there will be no changes made to the date/time of the club's position within the 'Cook-Off' unless to the benefit of the 'Promoter'.
- 18.** All Promotion winner(s) must be employed by the member club for the duration of the promotion, including any prize period, which can be up to 12 months post the awarding of a prize associated with the Promotion. In the case of Private Caterers, the winner must be at the club during the prize period under an existing contract/lease.
- 19.** All entrants agree that in the 12-month period following the conclusion of the stated 'Promotional Period' that any award received as a result of participation in the 'Promotion' as stated in Clause 17.1-17.4 may be revoked at the sole discretion of the 'Promoter' should any reasonable grounds for action (e.g. suspension or termination of employment, negative publicity in any capacity for the club or industry) be found or provided. Whilst the 'Promoter' will consult with all parties (entrant, prize partner, Promoter), the ownership of the prizes under the 'Promotion' are owned solely by the 'Promoter' and as such, any decisions made by the Promoter will be deemed final and no correspondence will be entered into.
- 20.** The 'Promoter' reserves the right, at any time to immediately disqualify any 'entrants' and entries, which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including, but not limited to, personal details and contact information. Equally, should the 'Promoter' feel as though any entrant has gained an unlawful advantage, the 'entrant' will also be immediately disqualified.
- 21.** All club 'entrants' are eligible to win a maximum of (1) one the three (3) prizes on offer, with the 'Apprentice Award' only able to be won by a certified Apprentice of one of the club 'entrants', noting that they (the 'Apprentice') can come from an 'entrant' club who has also won one (1) of the previously advised three (3) prizes. These include:

- 21.1. Gold
- 21.2. Silver
- 21.3. Bronze

Separate to these are:

- 21.4. Apprentice Award
- 21.5. Highly Commended (not guaranteed, to be awarded at the discretion of the Judges and the Promoter).

- 22. Winners for each of the aforementioned four (4) prize categories (including 'Apprentice Award') will be determined by four (4) independent judges who have been appointed at the sole discretion of the 'Promoter' for the 'Promotion'.
- 23. The 'entrants' agree to abide by the final decision of the judges and no further correspondence will be entered into.
- 24. Winners of the 'Promotion' will be announced at the Awards Dinner on **Monday, 5th August 2019 at Doltone House – Jones Bay Wharf.**
- 25. Each 'entrant' who has successfully participated in the 'Promotion' therefore qualifies to be considered for an Award, and must have at least one (1) member of their 'Promotional' team 'entrants' in attendance at the aforementioned Awards Dinner.
- 26. Any usage of the ClubsNSW logo and Chef's Table logo must be done so only in association with the 'Promotion' by any 'entrant' or agreed 'agent' and in doing, agrees to;
 - 26.1. Always only display the 'Promoter' as one word as shown: 'ClubsNSW'.
 - 26.2. Ensure that any use of the 'Promoter' and associated (e.g. Chef's Table) logos for any media or other purpose must be approved by the 'Promoter' before production commences. Incorrect usage and lack of approval will be treated by the 'Promoter' as a breach of this Agreement and may result in penalties.
- 27. The 'Promoter' is not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or using any prize associated with the 'Promotion'.