



## **“COOK, SNAP, WIN! WIN A THAILAND CULINARY TRIP FOR 2!” PROMOTION**

1. This Promotion is conducted by Oriental Merchant Pty. Ltd. (ABN 34 007 368 925) of 10 Westgate Drive, Laverton North, VIC 3026 (“Promoter”).
2. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this Promotion, these Terms and Conditions prevail.
4. Promotion commences at 12.00am AEDT on 13/01/2020 and ends at 11:59pm AEDT on 23/02/2020 (“Promotional Period”).
5. The time of entry will in each case be the time the online entry is received on [www.cooksnapwin.com.au](http://www.cooksnapwin.com.au), not at the time of transmission by the entrant.
6. The Promoter reserves the right to amend these Terms and Conditions. The Promoter may also cancel or suspend this promotion if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this Promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this promotion.

### **Entry Instructions**

7. Entry to the Promotion is only open to individual Australian residents aged 18 years or over with a valid email address (each an “Entrant”). Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. Past Major Prize winners may enter but are ineligible to win any Grand Prizes. Past Major Prize winners mean persons who have won major



prizes in previous Cook Snap Win promotions organised by the Promoter as listed below:-,

<u>Year of promotion</u>	<u>Major prizes</u>
2016	Trip to Sydney
2017	Trip to Bangkok
2018	Trip to Tokyo
2019	Trip to Shanghai

8. The Promotional Period is a total of six (6) weeks. Submission of entries can be made at any time between 12:00am AEDT on 13/01/2020 and 11:59pm AEDT on 23/02/2020 during the Promotional Period.
9. Prizes: Entrants to the Promotion will stand to win the following prizes:
  - a) three (3) Theme Prizes (defined below in clause 11a) awarded in each Cooking Theme (amounting to a total of nine (9) Theme Prizes);
  - b) one (1) Asian Inspirations' Choice award awarded for each theme (for a total of three (3) themes defined below in clause 24); and
  - c) five (5) Wok of Fame prizes awarded as consolation prizes defined below in clause 28
  - d) two (2) Grand Prizes (defined below in clause 32) as the finale.
10. To be eligible to enter, each Entrant must purchase any one (1) or more eligible Oriental Merchant products in a single transaction from any Oriental Merchant product stocking retailer nationally prior to entry to the Promotion ("Qualifying Transaction"). Eligible Oriental Merchant products include the following participating brands imported by Oriental Merchant: Lee Kum Kee, ABC, TCC, Squid Brand Fish Sauce, Valcom, Yeo's, Yoosh, Kewpie, Obento, S&B and Hakubaku. Eligible Oriental Merchant products can be identified through branded Cook Snap Win 2020 'neck tags' and/or 'stickers' placed on participating eligible products. Entrants must retain their original purchase receipt(s) as proof of purchase.



11. To enter the Promotion, each Entrant must complete the following steps during the Promotion Period:

- a) **Cook:** prepare an original and creative authentic Asian dish using at least one (1) of the eligible Oriental Merchant products purchased (“Dish”). The Dish must be based on the Cooking Themes decided by the Promoter as described below. Entrant must select the appropriate Cooking Theme for each Entry submission. The three (3) Cooking Themes to span over six (6) weeks are: Fast & Fab, Meat-Free Marvels and One-Bowl Wonder.

**Fast & Fab:**

Being busy doesn’t have to mean sacrificing flavour. Show us a delicious dish you can cook in under 20 minutes.

**Meat-Free Marvels:**

Cooking meat-free is great for the environment and your bank statement. Cook up your best vegetarian or vegan meal.

**One Bowl Wonder:**

Sometimes, we just want a quiet night in with a simple, no frills dinner. Dish up a meal served in just one bowl.

- b) **Snap:** take a photograph of their Dish with a Cook Snap Win 2020 product neck tag or sticker, showcasing the Dish’s appetite appeal and plating (“Photograph”); and
- c) **An Opportunity to Win:** visit [www.cooksnapwin.com.au](http://www.cooksnapwin.com.au) (“Website”) directly, follow the prompts to the promotion entry page, input the requested contact details, provide the name and the recipe for the Dish prepared, upload the Photograph of the Dish, select the appropriate Cooking Theme for the Dish prepared, upload the proof of purchase receipt(s), and then submit the fully completed entry (each an “Entry” or collectively “Entries”).

Uploaded files must be submitted in JPG, GIF, PNG format and must not exceed 8MB. Each Entrant represents and warrants to the Promoter that the Photograph, Dish recipe, Dish name and any other content submitted in their



Entry is an original creative work of the Entrant that does not infringe the rights of any party or violate any persons' rights of privacy. All Entries must comply with and is subject to the provisions contained in clause 44.

12. Photographs of eligible Entries will be made available for public viewing on the Website. All Photographs will be reviewed by the Promoter for compliance with these Terms and Conditions prior to being displayed. Photographs that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions, may, at the sole determination and discretion of the Promoter, not be published or removed from the Website at any time. In addition, any Entrant that submits such content will be disqualified.
13. Incomplete or indecipherable Entries will be deemed invalid. The Promoter reserves the right to disqualify any Entries that do not comply with the Cooking Themes defined in clause 11 (a).
14. Multiple Entries are permitted, subject to the following: (a) only one (1) Entry permitted per Qualifying Transaction (regardless of the number of eligible Oriental Merchant products purchased in that transaction); (b) each Photograph and Dish must be substantially unique; (c) each Entry must be submitted separately and in accordance with Entry requirements; (d) any Photograph and/or Dish submitted to more than one Cooking Theme will be disqualified; (e) the Photograph must not be retouched or edited and must not contain any watermarks or branding.
15. Entrants must retain their original purchase receipt(s) as proof of purchase. Failure to produce the proof of purchase for all Entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Entrant's Entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made prior to entry to the Promotion.
16. 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) and reserves the right, in its sole discretion, without any notice, to disqualify any Entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions,



tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted and waived at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages, indemnity or other compensation from such an offender are reserved.

17. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.

### **Determination of Theme Winners**

18. At the end of the Promotion Period, a panel of judges will judge all eligible Entries based on each Entry's appeal to the senses and as set out in the following criteria by points:
  - A. Accuracy of Entry according to selected Cooking Theme upon submission of Entry
  - B. The written recipe – recipe submitted should be easy to follow and reflects the Photograph/Dish submitted
  - C. Presentation – styled, plated and photographed for maximum visual appeal
19. The three (3) Entries with the highest total number of points awarded under each of the three (3) themes, as determined by the Promoter, will win a dining voucher for an Asian restaurant of the Promoter's choice valued at \$200. The Promoter will select (in their absolute discretion) the exact restaurant voucher to be awarded based on the winner's town/city of residence.
20. In the event of a tie between two (2) or more Entrants in a particular Cooking Theme, the Promoter will judge the tied entries against each other based on the written recipe, presentation, creativity and appetite appeal of the Entry submitted and determine the best Entry out of the tied Entries. This will be entirely at the Promoter's sole discretion and judgment and is not negotiable.



21. Each Theme winner will be notified by email within the week of 09/03/2020 to 13/03/2020 following the end of Promotion Period. Each Theme Prize winner must claim their prize within three (3) days of being notified that they are a winner. In the event a Theme Prize winner does not claim their prize within this timeframe, he/she will forfeit his/her right to the Theme Prize, and that Theme Prize will then be awarded to the Entrant who has submitted the next best valid Entry, as determined by the Promoter based on the judging criteria outlined in clause 18. In the event the reserve winners selected by the Promoter do not claim the Theme Prizes within the timeframe specified, the Theme Prize will not be awarded.
22. Any ancillary costs associated with redeeming the Theme Prize are not included. Any Theme Prize or unused balance of the Theme Prize will not be awarded as cash. Redemption of the dining voucher is subject to any terms and conditions of the issuer including those specified on the dining voucher.
23. The names of the nine (9) Theme winners will be published on the Website and/or <https://www.facebook.com/AsianInspirations/> ("Facebook Page") between 16/03/2020 to 20/03/2020.

#### **Determination of Asian Inspirations' Choice Awards**

24. At the end of the Promotional period, the Promoter will judge all Entries received (excluding any invalid Entry or ineligible Entrant or winning Entries where no response had been received from the winner) based on the written recipe and best presented dishes as per the decided Theme (Fast & Fab/Meat-free Marvels/One Bowl Wonder). Commencing on the week of 02/03/2020 to 06/03/2020, the judging will take place at Oriental Merchant Pty. Ltd., 22-28 Compark Circuit, Mulgrave, VIC 3170. The judges may select additional reserve Entries that they determine to be the next best, and record them in order of merit.
25. The best valid Entry under each of the three (3) themes, as determined by the Promoter, will win a dining voucher for an Asian restaurant of the Promoter's choice valued at \$200.



26. Each Asian Inspirations' Choice Award winner will be notified by email within the week of 09/03/2020 to 13/03/2020. The Asian Inspirations' Choice Award winner must claim their prize within three (3) days of being notified they are a winner. In the event the Asian Inspirations' Choice Award winner does not claim his/her prize within this timeframe, he/she will forfeit their right to the Prize, and the Asian Inspirations' Choice Award will then be awarded to the Entrant to have submitted the next best valid Entry, as determined by the Promoter based on the judging criteria outlined in clause 24. In the event the reserve winner selected by the Promoter do not claim the Prize within the timeframe specified, the Asian Inspirations' Choice Award will not be awarded.
27. The names of the three (3) Asian Inspirations' Choice Award winners will be published on the Website and/or Facebook Page between 16/03/2020 to 20/03/2020.

#### **Determination of Wok of Fame Awards**

28. At the end of the Promotional period, the Promoter will judge all Entries received (excluding any invalid Entry or ineligible Entrant or winning Entries where no response had been received from the winner) based on the creative and innovative aspects of the written recipe and best presented dishes to select five (5) Wok of Fame Award winners. Commencing on the week of 02/03/2020 to 06/03/2020, the judging will take place at Oriental Merchant Pty. Ltd, 22-28 Compark Circuit, Mulgrave, VIC 3170. The judges may select additional reserve Entries that they determine to be the next best, and record them in order of merit.
29. Each of the five (5) Wok of Fame Award winners, as determined by the Promoter, will win a supermarket voucher of the Promoter's choice valued at \$50.
30. Each Wok of Fame Award winner will be notified by email within the week of 09/03/2020 to 13/03/2020. The Wok of Fame Award winner must claim their prize within three (3) days of being notified they are a winner. In the event the Wok of Fame Award winner does not claim his/her prize within this timeframe, he/she will forfeit their right to the Prize, and the Wok of Fame Award will then be awarded to the Entrant to have submitted the next best valid Entry, as determined by the Promoter based on the judging criteria outlined in clause 28. In the event the reserve winners- selected by



the Promoter do not claim the Prize within the timeframe specified, the Wok of Fame Award will not be awarded.

31. The names of the five (5) Wok of Fame Award winners will be published on the Website and/or Facebook Page between 16/03/2020 to 20/03/2020.

### **Determination of Grand Prize Winners**

32. At the end of the Promotional Period, a panel of judges will judge all eligible Entries (from winning and non-winning Entries) based on each Entry's appeal to the senses and as set out in the following criteria by points:

- A. Accuracy of Entry according to selected Cooking Theme upon submission of Entry
- B. The written recipe – recipe submitted should be easy to follow and reflects the Photograph/Dish submitted
- C. Presentation – styled, plated and photographed for maximum visual appeal
- D. Taste – using ingredients to produce Asian flavours
- E. Smell – aroma of the dish
- F. Mouthfeel – textures in the dish

The judging will take place at Oriental Merchant Pty. Ltd., 22-28 Compark Circuit, Mulgrave, VIC 3170, commencing 02/03/2020 to 06/03/2020. The judges may select additional reserve Entries that they determine to be the next best, and record them in order of merit, in the event any of the winners do not claim their prize within the timeframe.

33. The two (2) best valid Entries, as determined by the judges, will each win a Grand Prize valued at up to AUD 10,310.00, which includes a trip to Thailand for two (2), (winner plus one companion). Each Grand Prize includes the following components for two (2) adults, unless specified otherwise:
  - Return economy airfares from the winners' nearest Australian capital city to Thailand.



- Six (6) days, five (5) nights, twin-share accommodation at a minimum 4-star hotel in Thailand (exact hotel determined by the Promoter).
- Selected transfers during the trip;
- A private authentic cooking workshop;
- A private local market tour and tailored culinary tour

34. Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included in the Grand Prize. Grand Prize winners must travel within the period of 20/04/2020 and 10/05/2020 and the booking must be made a minimum thirty-one (31) days prior to the requested departure date, and is subjected to booking and flight availability. Both Grand Prize winners and his/her companion must be able to travel together on the same dates as a group of four (4), on the mutually agreed dates. The group of four (4) will arrive in Thailand and depart from Thailand on the same date, subject to booking and flight availability. Itinerary is to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the Grand Prize. Grand Prize is subject to the standard terms and conditions of individual prize and service providers. Grand Prize winners may be required to present his/her credit card at time of accommodation check-in.

35. The two (2) Grand Prize winners will be notified by email no later than 13/03/2020. The Grand Prize winners' names will be published on the Website and/or Facebook Page on the week of 16/03/2020 to 20/03/2020. The Grand Prize Winners must claim their prize within three (3) days of being notified they are a winner. In the event the Grand Prize winners do not claim their prize within this time frame, they will forfeit their right to the Grand Prize, and the Grand Prizes will then be awarded to the Entrants to have submitted the next best valid Entries, as determined by the Promoter based on the judging criteria outlined in clause 32. In the event the first and second reserve winners selected by the Promoter do not claim the Grand Prizes within the timeframe specified, the Promoter reserves the right to award the Grand Prizes to such Entrants as the Promoter thinks fit or not to award any Grand Prizes at all.



36. Winners and their companions will be responsible for their own application of any required travel visas to Thailand. The cost of visa application shall be borne by the winners and companions, and is not included in the Grand Prize.

## General

37. The Promoter (and/or others on behalf of the Promoter) and its sponsors may photograph, record (both audio and video), webcasting and podcasting ("Recordings") events or activities or winners, entrants or attendees of such events or activities. By agreeing to these terms:

- All Entrants agree that their image, likeness, voice, statements and other identifying characteristics ("Image") may be Recorded, and consent to the use of their Image in connection with the use of the Recordings.
- All Entrants irrevocably grant the Promoter and their agents and event partners, contractors, licensees, sponsors (the "Promoter Parties") a non-exclusive, worldwide, royalty-free and fully paid-up, perpetual license to use, reproduce, distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and their Image therein, in whole or in part, in any and all media formats and through any and all media channels, in any manner and for any purpose in connection with the Promoter Parties, their respective business (including any future reoccurrence of the activities or a similar event), and for any other lawful purpose.
- All Entrants waive any right they may have to inspect and/or approve the use of the Recordings or any reproductions thereof, and agree that the Promoter Parties are not obligated to make any use of their Image or exercise any of the rights granted to it.
- All Entrants understand that their Image may appear in Recordings made available to them, other attendees, or the public, and that third-parties may retain and distribute those Recordings.
- All Entrants agree that the Promoter exclusively owns all rights (including without limitation, intellectual property rights) in the Recordings and all



results and proceeds derived from the use of the Recordings and their Image therein, and that no portion of such proceeds will be shared with the Entrants.

- All Entrants waive and release any and all rights of privacy and publicity, and any and all claims to compensation or damages or of violation of intellectual property rights, in connection with the use of the Recordings and their Image therein and/or any advertising or publicity relating thereto.

38. This is a game of skill, and chance plays no part in determining the winners. The Promoter's decision is final and no correspondence will be entered into.

39. In the event of war, terrorism, state of emergency or disaster, or acts of God, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, or suspend or modify a prize.

40. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not take or redeem a prize (or an element of the prize) by the time stipulated by the Promoter, or once the prize has been booked, as applicable, then the prize (or that element of the prize) will be forfeited.

41. If any prize (or part of any prize) is unavailable, for whatever reason, 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.

42. Total prize pool value is up to AUD 23,270.00 as of 30 Aug 2019. All prize values stated in the Terms and Conditions are as of 30 Aug 2019.

43. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

44. Entrants agree that they are fully responsible for any materials they submit during the Promotion including but not limited to Photographs, Dish names and Dish recipes ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content



without notice for any reason whatsoever. Entrants represent and warrant and agree that:

- a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
- b) their Content shall not contain viruses or cause injury or harm to any person or entity;
- c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe upon the rights (intellectual property or otherwise) of any party;
- e) as the creator of the Content, they consent to any use of the Content which may otherwise infringe his/her moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

45. If this 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.



46. Any cost associated with accessing the Website is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
47. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
48. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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) if any cooking workshop or tour (that forms part of a prize) is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or Entrant; or (g) taking/use of and/or participation in a prize.
49. As a condition of accepting a prize, each of the two (2) Grand Prize winners (and each of the winners' companions) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
50. The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on



providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.oriental.com.au/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Privacy Policy also contains information about how Entrants may access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All Entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).

51. We do not warrant that our site, server, or emails sent from us are free of viruses or other harmful effects. You explicitly comply and agree that your use of the Website is at your own risk. Google Analytics Demographics and Interest Reporting feature has been implemented on this Website.
52. Entry and continued participation in the Promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
53. This Promotion adheres to the terms and conditions set out in the Facebook promotion guidelines which can be found at [https://www.facebook.com/page\\_guidelines.php#promotionsguidelines](https://www.facebook.com/page_guidelines.php#promotionsguidelines)
54. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an Entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an Entrant, as a result of participating in the Promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.



55. All Entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.

### Copyrights

All material on the Website is subject to copyright. The site may include content whose copyright belongs to third parties and which has been lawfully included in the site by agreement. All content is protected by Australian and international copyright and trade mark laws. Unless expressly permitted in writing, no part of the Website may be reproduced, stored, communicated or transmitted in any form or by any means.

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Contact Details: by email at [hello@asianinspirations.com.au](mailto:hello@asianinspirations.com.au).