



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

1. 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.
2. Promotion commences at 12.00am AEDT on 07/01/2019 and ends at 11:59pm AEDT on 03/03/2019 (“Promotional Period”).
3. 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.

### **Entry Instructions**

4. Entry to the Promotion is only open to individual Australian residents aged 18 years or over with a valid Facebook account or 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.
5. The Promotional Period will be divided into eight (8) weekly entry periods (“Weekly Entry Period”). Submission of entries can be made in each Weekly Entry Period at any time between 12:00am AEDT each Monday and 11:59pm AEDT each Sunday during the Promotional Period.
6. Prizes: Entrants to the Promotion will stand to win the following prizes:
  - a) one (1) Weekly Prize (defined below) awarded in each Weekly Entry Period (amounting to a total of eight (8) Weekly Prizes);
  - b) one (1) Asian Inspirations’ Choice award awarded for each theme (for a total of four (4) themes defined below in clause 8(a)); and
  - c) two (2) Major Prizes (in clause 30) as the finale.



7. To be eligible to enter, each Entrant must purchase any two (2) or more eligible Oriental Merchant products in a single transaction from any Oriental Merchant product stocking retailer nationally during the Promotional Period (“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 2019 ‘neck tags’ and/or ‘stickers’ placed on participating eligible products. Entrants must retain their original purchase receipt(s) and original Oriental Merchant product barcodes as proof of purchase.
  
8. To enter the Promotion during a Weekly Entry Period, each Entrant must complete the following steps during a relevant Weekly Entry Period:
  - a) **Cook:** prepare an original and creative authentic Asian meal/dish using at least one (1) of the eligible Oriental Merchant products purchased (“Dish”). The Dish must be based on the Cooking Theme decided by the Promoter for Entries for that week. The four (4) themes to span over eight (8) weeks with two (2) continuous weeks for each theme are: Fast & Fab, Meat-Free Marvels, Asian BBQ & Grill, One-Bowl Wonder.

**Fast & Fab: Week 1-2 (07/01/2019 – 20/01/2019)**

Show us your Asian go-to meals that can be on the table in under 20 minutes. Something that's simple enough for weeknights yet special enough for guests.

**Meat-Free Marvels: Week 3-4 (21/01/2019 – 03/02/2019)**

The meat-free movement is gaining popularity! Share your scrumptious and satisfying meat-free dishes that are great for our tummies and conscience.

**Asian BBQ & Grill: Week 5-6 (04/02/2019 – 17/02/2019)**

Fire up the BBQ and get creative with the grill this summer. Give it your best shot with Asian ingredients, sauces and herbs.

**One Bowl Wonder: Week 7-8 (18/02/2019 – 03/03/2019)**

Just because a dish is cooked in one pot, pan or bowl doesn't mean it isn't big on flavours. Show us how you put together a complete meal with minimal fuss.



- b) **Snap:** take a photograph of their Dish with a Cook Snap Win 2019 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 competition entry page, input the requested details using the Entrant's Facebook account log in details or log in with a valid email address, provide the name and the recipe for the Dish prepared, upload the Photograph of the Dish, 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. All Entries must comply with and is subject to the provisions contained in clause 41.

9. Photographs of eligible Entries will be made available for public viewing and voting 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.
10. 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 8(a), for each Weekly Entry Period.
11. 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 excess of two (2) 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; and (d) a maximum of one (1) Weekly Prize permitted per Entrant.
12. Entrants must retain their original purchase receipt(s) and Oriental Merchant product barcodes for all Entries 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 during the Promotional Period prior to entry to the Promotion.

13. 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.
14. 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.

#### **Voting Instructions**

15. Voting is only open to residents of Australia.
16. To vote, individuals must complete the following steps during the Promotional Period:
  - a) Visit the Website directly (or via Facebook);
  - b) Follow the prompts to the Voting Gallery contained on the Website; and
  - c) Click the "vote" button corresponding to their favourite Entry for that Weekly Entry Period (for the sake of clarity, individuals will only be able to submit one (1) vote per Entry in that Weekly Entry Period).
17. No prize will be awarded for the act of voting.
18. The Promoter reserves the right, at any time, to verify the validity of votes and voters (including a voter's identity, age and place of residence) and to disqualify any voter who submits a vote that is not in accordance with these Terms and Conditions or who tampers with the voting process or engages in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the competition. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.



19. The Promoter reserves the right, at any time: (a) to invalidate any votes which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or votes that have been submitted through the use of multiple identities, email addresses or accounts, including but not limited to social networking accounts; and/or (b) to disqualify any Entrant (or invalidate his/her Entry) that the Promoter reasonably suspects has paid, bartered, offered payment or offered incentives for others to vote for them (e.g. cash incentive) or other consideration to another person in exchange for votes or has otherwise encouraged or procured any person to submit votes contrary to these Terms and Conditions.

20. Each person can submit multiple votes, subject to the following:

- a) each vote must be submitted separately and in accordance with voting requirements; and
- b) each person can only vote once for any one (1) Entry submitted by an Entrant.

#### **Determination of Weekly Prize Winners**

21. At the end of each Weekly Entry Period, the Promoter will tally up the number of valid votes received for each Entry that was submitted during that Weekly Entry Period. Subject to clause 10 and clause 22, the entrant who submitted the Entry that received the highest number of valid votes during the relevant Weekly Entry Period will win a dining voucher for an Asian restaurant of the Promoter's choice valued at \$200 ("Weekly Prize"). The Promoter will select (in their absolute discretion) the exact restaurant the voucher will be awarded based on the winner's town/city of residence. In the event the Entrant to receive the highest number of valid votes in a Weekly Entry Period has previously won a Weekly Prize, the prize will be awarded to the valid Entrant to have submitted the Entry that received the next highest number of valid votes during that Weekly Entry Period.

22. In the event of a tie between two (2) or more Entrants in a particular Weekly Entry Period, 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.



23. Non-winning Entries (and votes associated with the same) in each Weekly Entry Period will NOT carry over into subsequent Weekly Entry Periods.
24. Each Weekly Prize winner will be notified by email on the Tuesday immediately following the closing date for that Weekly Entry Period. The Weekly Prize winner's name will be published on the Promoter's Website and/or Facebook page on the Friday immediately following the closing date of Entries for that Weekly Entry Period. Each Weekly Prize winner must claim their prize within three (3) days of being notified that they are a winner. In the event a Weekly Prize winner does not claim their prize within this timeframe, they will forfeit their right to the Weekly Prize, and that Weekly Prize will then be awarded to the Entrant submitting the Entry that received the next highest number of valid votes during the relevant Weekly Entry Period. In the event the first and second reserve winners for any Weekly Prize do not claim the relevant Weekly Prize within the timeframe specified, that Weekly Prize will not be awarded.
25. Any ancillary costs associated with redeeming the Weekly Prize are not included. Any Weekly Prize or unused balance of the Weekly 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.

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

26. 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 for that fortnight (Fast & Fab/ One Bowl Wonder/ Meat-free Marvels/ Asian BBQ & Grill). Commencing on 04/03/2019, 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.
27. The best valid Entry under each of the four themes, as determined by the judges, will win a dining voucher for an Asian restaurant of the Promoter's choice valued at \$200.
28. Each Asian Inspirations' Choice Award winner will be notified by email on 12/03/2019. 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 their prize within this timeframe, they 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 26. In the event the first and second reserve winners selected by the Promoter do not claim the Prize within the timeframe specified, the Asian Inspirations' Award will not be awarded.

29. The names of the four (4) Asian Inspirations' Choice Award winners will be published on the Promoter's Website and/or Facebook page between 18/03/2019 – 22/03/2019.

### **Determination of Major Prize Winners**

30. At the end of the Promotional Period, a panel of chefs 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. Presentation – styled and plated for maximum visual appeal
- B. Taste – using ingredients to produce authentic flavours
- C. Smell – aroma of the dish
- D. Mouthfeel – textures in the dish
- E. The written recipe – recipe submitted should be easy to follow and reflects the Photograph/Dish submitted

The judging will take place at Oriental Merchant Pty. Ltd, 22-28 Compark Circuit, Mulgrave, VIC 3170, commencing 25/03/2019 to 26/03/2019. 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.

31. The two (2) best valid Entries, as determined by the judges, will each win a Major Prize valued at up to AUD 17,700.00, which includes a trip to Shanghai for two (2), (winner plus one companion). Each Major Prize includes the following components for two (2) adults, unless specified otherwise:

- Return economy airfares from the winners nearest Australian capital city to Shanghai, China.
- Five (5) days, four (4) nights, twin-share accommodation at a minimum 4-star hotel in Shanghai, China (exact hotel determined by the Promoter).
- The trip will consist of three (3) days guided tour plus two (2) days of free and easy in Shanghai, China



- Selected transfers during the trip;
- A private Authentic Cooking workshop;
- A private local market tour and tailored culinary tour;

32. 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 Major Prize. Major Prize winners must travel within the period of 20/05/2019 and 09/06/2019 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 Major 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 Shanghai and depart from Shanghai 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 Major Prize. Major Prize is subject to the standard terms and conditions of individual prize and service providers. Major Prize winners may be required to present his/her credit card at time of accommodation check-in.

33. The two (2) Major Prize winners will be notified by email no later than by 27/03/2019. The Major Prize winners' names will be published on the Promoter's Website and/or Facebook page on 01/04/2019. The Major Prize Winners must claim their prize within three (3) days of being notified they are a winner. In the event the Major Prize winners do not claim their prize within this time frame, they will forfeit their right to the Major Prize, and the Major 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 30. In the event the reserve winners selected by the Promoter do not claim the Major Prizes within the timeframe specified, the Major Prizes will not be awarded.

34. Winners and their companions will be responsible for their own application of any requisite travel visa to Shanghai, China. The cost of visa application shall be borne by the winners and companion, and is not included in the Major Prize.

## **General**

35. 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.



36. 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.
37. 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.
38. 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.
39. Total prize pool value is up to AUD 20,136.00 as at current date. All prize values stated in the Terms and Conditions are correct as at current date.
40. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
41. 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.

- 42. As a condition of entering this Promotion, each Entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their Entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 43. Entrants consent to the Promoter using their 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 and/or services, distributed and/or supplied by the Promoter.
- 44. 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.
- 45. Any cost associated with accessing the promotional Website is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry or voting software or any other mechanical or electronic means that allows an entrant to automatically enter or vote repeatedly is prohibited and will render all Entries/votes submitted by that Entrant invalid.



46. 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
47. 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.
48. As a condition of accepting a prize, each of the two (2) Major 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.
49. 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 and voting 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://asianinspirations.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/voter. The



Privacy Policy also contains information about how Entrants/voters may access, update or correct their PI, how Entrants/voters 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/votes 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).

50. 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).
51. 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)
52. 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.
53. All Entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Promotion.
54. The promoter is Oriental Merchant Pty. Ltd. (ABN 34 007 368 925) of 10 Westgate Drive, Laverton North, VIC 3026 ("Promoter").