

## CONDITIONS OF ENTRY BROADSHEET KITCHEN PROMOTION

1. By participating in the BROADSHEET KITCHEN promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. The promoter is Broadsheet Media Pty Ltd (ABN 20 131 593 201) of Level 1, 231 Smith St, Fitzroy, VIC, 3065, trading as Broadsheet (**Promoter**).
3. The Promotion commences at 09.00am on Wednesday 20 June 2018 AEST and closes at 18.00pm on Sunday 29<sup>th</sup> July 2018 AEST (**Promotion Period**).
4. Entry is open only to Australian citizens or permanent residents currently residing in Australia, who are over 18 years of age.
5. Entrants must be available and have all necessary rights to work in Melbourne during September – December 2018 and February – May 2019, and must be available to attend key events in during August 2018 (on dates to be advised by the Promoter).

### HOW TO ENTER

6. To enter this Promotion, entrants must design and detail an end-to-end restaurant concept that is suitable to cater to 80–100 people and is able to be executed in a physical space in Melbourne (precise location to be determined by the Promoter) and in a commercially sustainable manner for a minimum of 3–4 months (**Restaurant Concept**).
7. Entrants must, during the Promotion Period, go to <https://broadsheetkitchen.com/> and complete the online entry form by providing the following information:
  - (a) The entrant's contact details as specified on the entry form, including first name, last name, phone number, email address, and residential address;
  - (b) A detailed written proposal describing the entrant's Restaurant Concept, which must include approximately 300 – 500 words addressing all of the below key requirements:
    - Your vision;
    - Why you think it's a financially sustainable concept;
    - Why it will play a role in the future of Australia's dining scene;
    - Food direction;
    - Wine/drink element;
    - Style of service;
    - Target audience;
    - Design ethos;
    - Environment/ambience; and
    - Anything else you believe to be relevant;
  - (c) Five (5) example menu items to support your Restaurant Concept (**Recipes**); and
  - (d) A mood board of image references to help us visualise your Restaurant Concept.
8. In preparing their entries, entrants must follow all reasonable directions of the Promoter, including use of

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particular elements in order to create their Recipes.

9. Multiple entries are permitted, provided each entry is for a separate, distinct Restaurant Concept and is submitted separately in accordance with these Conditions of Entry.
10. Entrants can only enter in their own name. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the competition is prohibited and may render all entries submitted by that individual invalid.
11. Entries are received at the time of receipt by the Promoter and not the time of transmission by the entrant.
12. Employees (and their immediate families) of the Promoter and any of the agencies or organisations associated with this Promotion are not eligible to enter.

## ENTRY CONTENT

13. Entrants are required to take full responsibility for the content of their entry (including their Restaurant Concept and Recipes) and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, “entry content” includes any content (including text, drawings, designs, images, files, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
14. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
15. Entries must be the entrant’s original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant’s original work. If an entry cannot be verified to the Promoter’s satisfaction, the entry will be deemed invalid.
16. An entrant’s entry must not include:
  - (a) any content that contravenes any law, infringes the rights (including, without limitation, any copyright, trade mark, patent, moral right or other intellectual property right) of any person or is obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); or
  - (b) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
17. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant’s entry if deemed offensive.
18. By submitting an entry to the Promotion, each entrant grants the Promoter a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferrable and sub-licensable licence and right to use, reproduce, edit, modify, publish, and communicate to the public all information, material, and intellectual property (including, without limitation, any works or other subject matter in which copyright subsists, and any images, designs, trade marks, patents, or trade secrets, and any associated rights) contained in or constituting that entry (including the Restaurant Concept and the Recipes) in connection with the Promotion. By submitting an entry, each entrant consents to any dealings the Promoter or its sublicensees may have with the entry content under the foregoing licence that may otherwise infringe their moral rights (including rights of attribution and integrity or against false attribution).
19. Each entrant must, and represents that they will, keep the Restaurant Concept detailed in their entry

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secret and confidential (save in private communications with the Promoter or its agents or as otherwise authorised by the Promoter) for the duration of the Promotion Period and until 31 August 2018.

## PRIZES

Prize Description	Estimated Value
<b>Finalist Prize (x 10)</b>	
<ol style="list-style-type: none"> <li>1. An invitation to present their concept to the judging panel in person, to be held in Melbourne during the week of 13 August 2018 (<b>Finalists Presentations</b>). Finalists will be advised of the exact date, time and location of the Finalist Presentations at the time of notification that they are Finalists.</li> <li>2. A return economy airfare for one adult departing the nearest Australian capital city airport to their place of residence which services flights to Melbourne, Victoria.</li> <li>3. Accommodation for one (1) night in a minimum 3 star hotel (standard room) in Melbourne (to be determined by the Promoter).</li> </ol>	<p>Each Finalist prize is valued at up to \$800 (RRP including GST), depending on each Finalist's place of residence. Finalists residing in Melbourne will not receive the flights and accommodation portion of the Finalists Prize. Finalists who are Victorian-based and reside more than 200km from the Melbourne CBD will receive up to \$200 towards their travel expenses to attend the Finalist's presentation.</p> <p>The total Finalists prize pool is valued at up to \$8,000 (RRP, including GST, depending on the winners' places of residence).</p>
<b>Major Prize (x 2)</b>	
<ol style="list-style-type: none"> <li>1. The Winners will be invited to attend an awards ceremony to be held in Melbourne in August 2018, on a date to be determined by the Promoter. To attend the awards ceremony the Winners will each receive:               <ol style="list-style-type: none"> <li>(a) a return economy airfare for one adult departing the nearest Australian capital city airport to their place of residence which services flights to Melbourne, Victoria; and</li> <li>(b) accommodation for one (1) night in a minimum 3 star hotel (standard room) in Melbourne (to be determined by the Promoter).</li> </ol> </li> <li>2. An opportunity to bring the Winner's Restaurant Concept to life by participating in a 3.5 month residency with the Broadsheet Kitchen (<b>Residency</b>), during which time they will receive:               <ol style="list-style-type: none"> <li>(a) mentorship from the Promoter and industry experts in bringing their winning Restaurant Concept to life, and operating their restaurant within the Broadsheet Kitchen (money can't buy); mentorship</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. Awards ceremony attendance valued at up to \$800 (RRP including GST), depending on each Winner's place of residence. If a Winner resides in Melbourne, they will be required to make their own way to the awards ceremony. If a Winner is Victorian-based and resides more than 200km from the Melbourne CBD, they will receive up to \$200 towards their travel expenses to attend the awards ceremony.</li> <li>2. The Residency component of the Major Prize is a money can't buy experience.</li> </ol> <p>The total Major Prize pool is valued at up to \$1,600 (RRP, including GST), plus the "money can't buy" elements as described in the Major Prize details.</p>

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<p>from other industry leaders (as determined by the Promoter) throughout the residency;</p> <p>(b) a restaurant and team (supplied by the Promoter and its partners) to run their restaurant within the Broadsheet Kitchen space for 3 months; and</p> <p>(c) advertising and promotion of their restaurant on Broadsheet – timing, placement and frequency of advertising to be determined by the Promoter.</p>	
<p><b>TOTAL PRIZE POOL VALUE:</b></p>	<p>\$9,600 (including GST)</p>

20. The Broadsheet Kitchen will be a restaurant and platform for the country's most talented and ambitious food minds in Melbourne.
21. Two Residencies of 3.5 months (each during separate periods) are available, and each Winner will be allocated one Residency. The Promoter will determine which Winner will receive which Residency in its absolute discretion. Residencies are available for the following periods:
  - (a) Residency 1 dates: September – December 2018.
  - (b) Residency 2 dates: February – May 2019.
22. Travel, living and accommodation costs associated with the Residency are the responsibility of each Winner.
23. At the awards ceremony the winners will be provided with instructions on how to claim their prize. If a Winner is not able to attend the awards ceremony, subject to the Promoter's approval, these instructions will be emailed to them, using the email address provided on the entry form. It is the responsibility of the Winners to follow the instructions provided (in the timeframe stipulated by the Promoter) to claim their prize.
24. Provision of the Major Prize is subject to the Winners following the reasonable directions of the Promoter and its partners and agents (including incorporating specified elements in their Recipes), and is contingent on each Winner entering into a separate contract with the Promoter and/or any other party nominated by the Promoter in connection with the execution of the Residency, on reasonable terms, before 23 August 2018 (or such other date as may be agreed between the parties). The opportunity to participate in the Residency is an opportunity only, and neither the Promoter nor any of its affiliates, agents, or partners will be liable for any loss, cost, damage, or claim suffered or incurred by a Winner should the Winner not be able to participate in the Residency.
25. Prize values are correct at the commencement of the Promotion. The Promoter accepts no responsibility for any variation in prize value following the commencement date. The prize is non-transferable, non-refundable, cannot be sold, exchanged for cash or redeemed at a later date.
26. In the event for any reason a Winner does not take an element of the prize by the time stipulated then that element of the prize will be forfeited by the Winner and no cash (or other alternative) will be supplied in lieu of that element of the prize. However, the Promoter may reallocate an unclaimed prize or any portion thereof to any of the remaining Finalists at its sole election. Any travel bookings cannot be changed once the booking has been confirmed by the Promoter or its agents with the prize winner.
27. The Winner is responsible for all other expenses not included in the prize description, including accommodation, spending money, meals, beverages, transfers, laundry charges, activities (unless specified),

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incidentals, gratuities, services charges, travel insurance, incidental costs or any other costs of a personal nature not stated and all other ancillary costs. If the Winner is a Melbourne resident, then the prize does not include airfares or accommodation and the airfare and accommodation component of the prize is forfeited and no cash (or other alternative) will be provided.

28. It is the responsibility of the Winners to ensure they are checked in for their flights, and arrive at the airport, at the time specified by the relevant airline carrier. The Promoter is not responsible for any costs associated with the winner missing any of their flights.
29. It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.
30. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances however, it does not form part of any prize and is not provided by the Promoter or any of the agencies associated with this promotion.
31. It is a condition of accepting a prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

## JUDGING

32. Entries will be judged by a judging panel, including representatives of the Promoter and selected industry experts. Entries will be judged on originality, creativity and the design that best demonstrates a commercially sustainable, interesting, and ambitious restaurant concept. This promotion is a game of skill and chance plays no part in determining the winners.
33. Judging of all entries received during the Promotion Period will take place at Level 1, 231 Smith St, Fitzroy, Victoria 3065 on a date (during August 2018) and at a time to be determined by the Promoter. Details of judging will be published on Facebook. The judges will judge all complete, eligible entries received during the Promotion period create a shortlist comprising the ten (10) best entries (**Finalists**). Finalists will be notified in writing (by email) and by phone, and must follow the instructions provided by the Promoter in order to proceed to the next phase of judging. If a Finalist cannot be contacted or does not reply to the Promoter's email or phone message within 48 hours of receipt, the Promoter may (in its sole discretion) disqualify their entry and name the next best entry to be a Finalist in their place. The Finalists will each receive the Finalists Prize.
34. The Finalists Presentations will be held on a date (to be determined by the Promoter) during the week of 27 August 2018 at a time and venue to be determined. Finalists will be advised of the exact details during the notification process.
35. Following the Finalists Presentations, the judges will choose the best two (2) Restaurant Concepts from the Finalists Presentations (**Winners**), and each of the Winners will receive the Major Prize.

## GENERAL

36. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems

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associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.

37. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
  - (a) Fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - (b) Tampered with or benefits from any tampering with the entry process or the operation of the Promotion;
  - (c) Submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
  - (d) Acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
  - (e) Engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
38. All entries will be the property of the Promoter (excluding intellectual property rights, other than as permitted by these Conditions of Entry) and will not be returned.
39. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize.
40. If for any reason any aspect of this Promotion does not run or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable 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 cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to applicable law.
41. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves.
42. The Promoter and associated agencies and companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
43. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. 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.
44. The Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

## PERSONAL INFORMATION AND PRIVACY

45. Information provided by entrants will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this Promotion and to relevant authorities, and the winner's name and State/Territory of

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residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <http://www.broadsheet.com.au/melbourne/info/privacy-policy>.

46. You can contact the Promoter's Privacy Officer if you would like the details of the personal information that the Promoter may hold about you or if you would like to be corrected. Our Privacy Officer's contact details are:

Privacy Officer

Level 1, 231 Smith St

Fitzroy, VIC 3065

47. At the time of entry participants in this promotion will be given the option to consent (opt-in) to their personal information (first name, last name and email address) being provided to Estrella Damm, Honda Australia and Visa Australia for direct marketing purposes. If the entrant has consented (opted-in) to receive electronic commercial messages from Estrella Damm, Honda Australia or Visa Australia, the parties may, for an indefinite period, unless and until otherwise advised by an entrant to the contrary (e.g. through the use of an unsubscribe facility), use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic commercial messages (e.g. email, SMS, MMS and IM) or telephoning the entrant.