

JIMMY BARNES - #WhereTheRiverBends Cooking Competition
COMPETITION TERMS AND CONDITIONS

1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.
2. The Promoter is Freight Train Music Pty Limited of 41 Daphne Street, Botany, NSW 2109.
3. The promotional period begins at 7:00pm AEST on Friday 23th July, 2021 and concludes at 11.59pm AEST on Sunday 22nd August, 2021 ("Promotional Period").
4. Entries are open to individuals who complete the required steps to enter. Employees (and their immediate families) of the Promoter and third parties 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. Entrants must be over 16 years old.
6. To be eligible to enter, individuals must complete the following steps:
 - a. Post a video of themselves cooking their favourite at home dish to their Facebook, Instagram, Twitter, or TikTok channel, and include the competition hashtag #WhereTheRiverBends, in the post copy.
 - b. Fill out the competition entry form at www.jimmybarnes.com/competition , ensuring ALL required fields have been completed.
7. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may 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.
8. Incomplete, indecipherable or illegible entries will be deemed invalid.
9. Multiple entries in the one Promotional Period are permitted.
10. The 10 winners of the Promotion shall be judged by the Promoter and will be judged on the creative merit of their video entry. The Promotion is a game of skill.

11. The judging will take place at 12:00pm AEST on Monday 23rd August, 2021 by The Promoter. The winners will be notified by phone and email and announced on Jimmy Barnes' website - www.jimmybarnes.com. All prizes are to be mailed out to the winners by Wednesday October 27th. The Promoter's decision is final and no correspondence will be entered into.
12. The three winners as judged by the Promoter will each win the prize. The three individual prizes each consist:
 - i. Prize 1: A CUBE Charcoal Barbecue, Everdure BBQ by Heston Blumenthal, plus a signed copy of Where The River Bends cookbook by Jimmy and Jane Barnes.
 - ii. Prizes 2-10: A signed copy of the Where The River Bends cookbook by Jimmy and Jane Barnes.
13. Total prize pool is valued at up to AUD\$700. Prizes are not transferable or exchangeable and cannot be taken as cash. All prize elements are to be collected from designated event location and strictly cannot be couriered.
14. Entrants consent to the Promoter using their name, likeness, image, voice and/or social media posts content in the event they are the 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.
15. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
16. Any cost associated with accessing the promotional website(s) is the entrant's responsibility and is dependent on the Internet service provider used.
17. 18. 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, 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.

18. 19. 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) any tax liability incurred by a winner or entrant; or (f) use of the prize / attendance at the prize event.
19. 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, prize suppliers and, as required, to Australian regulatory authorities. 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 opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.