

Australian Macadamias Innovation Challenge 0954 Terms & Conditions (Terms & Conditions)

Terms and Conditions

1. Information on this competition, including on how to enter and the prizes on offer (**Promotion**), form part of these Terms and Conditions.
2. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these Terms and Conditions are binding. Entry into this competition is deemed to be 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. This Promotion is a game of skill and chance plays no part in determining the winners. No entry fee is charged to enter the Promotion. Each entry will be judged individually based on the criteria specified in these Terms and Conditions. The judges' decision is final and binding and no correspondence will be entered into.
5. These Terms and Conditions are governed by, and to be interpreted in accordance with, the laws of New South Wales, Australia.
6. The Promoter of this Promotion is Australian Macadamia Society Limited (ABN 19 010 689 415) of 113 Dawson Street, Lismore, NSW 2480, Australia (Ph: +61 2 6622 4933) (**Promoter**).

Eligibility

7. Entry to the Promotion is open to residents of Australia, China and Japan to the extent that entry or participation in this Promotion is not prohibited (**Eligible Countries**), and who fulfil the requirements set out in these Terms and Conditions (**Eligible Entrants**).
8. For the purposes of section 7, residents are persons who currently reside at a residential address in one (1) of the Eligible Countries.
9. All Eligible Entrants must be:
 - a. over 18 years of age; and
 - b. either a:
 - i. currently enrolled student who is studying food science and technology or a related field at a tertiary institution accredited in one of the Eligible Countries (**Student Category**); or
 - ii. professional food technologist, food product developer, research and developer or trained and working in a related field in one of the Eligible Countries (**Professional Category**); and
 - c. available to attend the the final judging round to be held in Byron Bay, Australia on 4th April 2019 (**Final Judging Event**).
10. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals, are not eligible to enter this Promotion. Immediate family means any of the following: spouse, ex-spouse, defacto 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 first cousin.

When to enter

11. The Promotion commences on 30th July 2018 at 09:00 am AEDT (10.00 pm UTC) and ends on 3rd December 2018 at 11:59 pm AEDT (12:59 pm UTC) (**Promotion Period**). The Promotion will be conducted during the Promotion Period. All times noted in these Terms and Conditions are local times, based on the location of the Promoter (New South Wales, Australia).
12. Unless otherwise stated, any time given in these Terms and Conditions for the opening or closing of the Promotion Period will be based on the time in Sydney, New South Wales, Australia at the relevant date (Australian Eastern Daylight Time). Entries which are submitted outside of the relevant Promotion Period are ineligible.
13. To enter the Promotion, Eligible Entrants must complete the Entry Procedure (outlined below) during the Promotion Period.
14. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
15. Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.

How to Enter

16. Eligible Entrants may enter the Promotion individually (**Individual**), or as part of a team of no more than five (5) individuals (**Team**).
17. Eligible Entrants may enter the Promotion by:
 - a. creating a new, significantly improved or adapted packaged food product using Macadamias as an ingredient (**Design**), that meets the requirements set out on the Macadamia Challenge Website - macadamiachallenge.com (**Macadamia Challenge Website**) and as contained in these Terms and Conditions;
 - b. visiting the Macadamia Challenge Website during the Promotion Period, following the prompts to the Promotion entry page and fully completing and submitting the online entry form:
 - i. with details including:
 1. for Individual entries: the entrant's first name, last name, email address, mobile number and residential address (**Personal Details**);
 2. for Team entries: the Personal Details (as defined above) of all team members;
 - ii. with the requested information for all eleven (11) sections of the online entry form, including:
 1. creation name;
 2. description of your creation;
 3. nominated creation category – being one of Confectionary; Cereals; Snacks and Snack Mixes; or Future Foods (for more information see: macadamiachallenge.com);
 4. flavour profile of creation – being Western or Asian;

5. insight behind the innovation of your creation and the market opportunity to commercialise your product;
6. a description of the taste and unique qualities of your product along with how macadamias make your product innovative;
7. how your creation is an improvement/new to market;
8. production considerations for mass production;
9. ingredients and method;
10. how you heard about the challenge; and
11. a photo of your creation,

(the **Entry Procedure**).

18. Eligible Entrants may enter the Promotion as many times as they wish, provided each entry is submitted separately in accordance with the Entry Procedure and that each Design submitted is different. The Eligible Entrant is eligible to win a maximum of one (1) Major Prize. By completing the Entry Procedure, the Eligible Entrant will receive one (1) entry.
19. If more than one entry is chosen for the Judging Event from the same Team/Individual, the highest ranking entry will advance to the Judging Event and the other chosen entries will be discarded.
20. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions 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. Promoter is not responsible for any late, lost, or misdirected entries and such entries may be deemed ineligible by Promoter.

Judging

Shortlist Judging

21. Each entry submitted by Eligible Entrants will be reviewed by the Promoter, its affiliates or one or more third-party experts selected at the sole discretion of the Promoter or its affiliates (the **Shortlist Judging Panel**). This will take place at the Promoter's premises on 12th December 2018 (**Shortlist Judging Event**).
22. The Shortlist Judging Panel will judge each entry out of a total of thirty (30) points, using the following criteria:
 - a. insight behind the innovation of the creation and the market opportunity to commercialise your product (10 points);
 - b. description of the taste and unique qualities of the product along with how macadamias make the product innovative (10 points); and
 - c. the extent that the creation is an improvement/new to market (10 points).
23. The ten (10) highest scoring entries from all categories mentioned in 17(ii)(3) above as determined by the Shortlist Judging Panel will proceed to the Final Judging Event (**Shortlisted Finalist Design/s**).

24. The 10 highest scoring entries mentioned in paragraph 23 above will include a minimum of three (3) of the highest scoring entries from each of the following categories:
 - a. Student Category (Individual entries only);
 - b. Professional Category (Individual entries only); and
 - c. Professional Category and Student Category (Team entries only).
25. In the event of a tie for the top 10 entries, the Promoter will break the tie by re-judging the tied entries, based on the overall combination of the judging criteria specified in paragraph 22 above.

Final Judging for primary categories

26. Each Team and Individual chosen as a Shortlisted Finalist Design must attend the Final Judging Event on 4th April 2019 in Byron Bay, Australia (details for attendance are set out in paragraph 35 below). However, if the Shortlisted Finalist Design is from a Team, costs will be covered by the Promoter for only two (2) members from that Team to claim the Shortlisted Finalist Prize. The members of the Team will need to decide which two members this will be. Other members of a Shortlisted Finalist Design team may attend the Final Judging Event and the Winner's Reveal Event, provided they confirm their attendance with the Promoter not less than 10 weeks in advance and meet all of their own costs, including accommodation and travel costs. Unless otherwise expressly stated in these Terms and Conditions, visas and travel insurance expenses relating to attendance at the Final Judging Event are the responsibility of the attendees.
27. At the Final Judging Event, each Shortlisted Finalist Design Individual and Team must give an oral presentation to a judging panel consisting of four (4) leading food innovators, selected at the sole discretion of the Promoter or its affiliates (**Final Judging Panel**), and provide the judges with a sample of the Design (collectively the **Presentation**).
28. The Final Judging Panel will judge each Presentation out of a total of fifty five (55) points, using the following criteria:
 - a. Oral Presentation
 - i. consumer insight or trend behind the creation (10 points);
 - ii. market opportunity to commercialise your product (10 points);
 - iii. unique qualities of your product and how macadamias make your product innovative (10 points);
 - iv. demonstration that your product is new to market or if a variant on an existing product, how it is adapted or significantly approved (5 points);
 - v. ingredients and method (5 points);
 - vi. consideration for mass production (5 points); and
 - b. Judge Taste Test
 - i. taste of creation (10 points).
29. The Final Judging Panel will determine the highest scoring Presentations, and select one (1) winner from each of the following categories:
 - a. Student Category (Individual);

- b. Professional Category (Individual); and
- c. Professional Category and Student Category (Team).

Final judging (special category) – Australian Macadamia Industry Award

30. In addition, at the Final Judging Event, a judging panel consisting of Australian Macadamia Society staff and industry associates, selected at the sole discretion of the Promoter or its affiliates, (**Australian Macadamia Society Judging Panel**) will separately judge each Presentation out of a total of forty (40) points, using the following criteria:
- a. Insight / innovation:
 - i. consumer insight or trend behind the creation (10 points);
 - ii. unique qualities of your product and how macadamias make your product innovative (10 points); and
 - b. Taste and Appearance of the Design:
 - i. taste of and appearance of creation (20 points).
31. The Australian Macadamia Society Judging Panel will determine the highest scoring Presentation and select one (1) winner (**Australian Macadamia Industry Award**). The winner of the Australian Macadamia Society Award must, and will be, separate to the winner(s) from the Student Category (Individual), Professional Category (Individual) and the Professional Category and Student Category (Team).
32. The winner from each category as described above in 26 to 31 above will win the following prizes:
- a. Student Category (Individual):
Major Prize 1 – A five (5) night trip for one (1) to attend Fi Europe 2019 between 2nd to 6th December 2019 in Paris;
 - b. Professional Category (Individual):
Major Prize 2 – A five (5) night trip for one (1) to attend Fi Europe 2019 between 2nd to 6th December 2019 in Paris;
 - c. Professional Category and Student Category (Team):
Major Prize 3 – An AUD \$5000 cash grant to be split evenly between all team members; and
 - d. Australian Macadamia Industry Award:
Australian Macadamia Industry Award – A tailored mentorship program .
33. Further details of all prizes are set out below.

Prizes

34. The total estimated retail prize value for the Promotion is up to AUD \$100,400 (including GST), as at 27 July 2018. Prize values are based upon the recommended retail prices at the opening date of the Promotion (inclusive of Goods and Services Tax). The Major Prize 1 (as defined below) value may change, depending on the date of travel and the location of each prize winner's nearest international airport. The Promoter accepts no responsibility for changes in prize values between now

and the prize redemption date. Shortlisted Finalist Designs Prize

35. The Shortlisted Finalists will receive a three (3) day / two (2) night trip to Byron Bay, Australia, to attend the Final Judging Event on 3rd and 4th April 2019. Prize estimated retail value is up to AUD \$8,000 per person (depending on nearest capital city or international airport), and includes:
- a. return economy class flights from the Shortlisted Finalist's nearest capital city in Australia and China, Japan to Byron Bay, Australia (only provided if the winner does not reside in Byron Bay);
 - b. two (2) night's single or twin share accommodation at the Elements of Byron Bay;
 - c. return private transfer to and from accommodation and the:
 - i. Airport;
 - ii. Final Judging Event; and
 - iii. Winner's Reveal Event (as defined below);
 - d. invitation to the winner's reveal event held in Byron Bay, Australia on 4th April 2019 (**Winner's Reveal Event**),

together the **Shortlisted Finalist Prize**.

36. Costs will be covered by the Promoter for only two (2) members from that Team to claim the Shortlisted Finalist Prize. The members of the Team will need to decide which two members this will be; once the members have been decided and communicated to Promoter, they cannot be changed or substituted. Other members of a Shortlisted Finalist Design team may attend the Final Judging Event and the Winner's Reveal Event, provided they confirm their attendance with the Promoter not less than 10 weeks in advance and meet all of their own costs and expenses, including accommodation and travel costs to and from Byron Bay, Australia. Provided that other members of the Team stay at Elements of Bryon, the Promoter will provide transfers to and from their accommodation in Byron Bay and the Final Judging Event and the Winner's Reveal Event. Transfers will not include transport to and from the airport. Unless otherwise expressly stated in these Terms and Conditions, visas and travel insurance expenses relating to attendance at the Final Judging Event are the responsibility of the attendees.

Major Prizes 1 and Major Prize 2 - A five (5) night trip for one (1) to attend Fi Europe 2019: 2nd to 6th December 2019 in Paris

37. These prizes will be awarded to the winning entrants from the Professional Category (Individual) and Student Category (Individual) (**Major Prize 1 and Major Prize 2 Winners**).
38. Major Prize 1 and Major Prize 2 consists of a five (5) night trip for one (1) to attend Fi Europe 2019. The estimated retail value value of Major Prize 1 and Major Prize 2 is AUD \$10,000 each (as at 28 June 2018) and includes:
- a. return economy class airfares for one (1) winner from the winner's nearest capital city (in Australia, China and Japan) to Paris, France;
 - b. all airline and airport taxes;
 - c. return private transfers from the airport to accommodation in Paris;
 - d. five (5) nights in 4 star accommodation in Paris;

- e. two (2) day return car transfers from accommodation to Fi Europe (for more information, see: <https://www.figlobal.com/fieurope/>);
- f. two (2) day admission for Fi Europe 2019; and
- g. AUD \$1,000.00 total spending money,

(together, **Major Prize 1** and **Major Prize 2**).

- 39. Major Prize 1 and Major Prize 2 includes an offer to attend Fi Europe 2019 in Paris from 3/12/19 to 5/12/19 (the **Event**). If the Individual is unwilling or unable to Travel at the designated time, they forfeit the whole of Major Prize 1 and Major Prize 2, and the Promoter is not obliged to substitute the prize.
- 40. Once awarded, the Promoter is not liable for any airline ticket, Fi Europe Ticket or accommodation voucher that has been lost, stolen, forged, damaged or tampered with in any way.
- 41. The Major Prize 1 and Major Prize 2 Winners are responsible for transport from their residence to their nearest capital city for flight departure. Air tickets are for travel on the regular scheduled services of each airline and are subject to seasonal embargos. Travel itinerary will be determined by the Promoter in its absolute discretion. Frequent Flyer points are not available from any airline in respect of flights awarded under this Promotion. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, which may be used in relation to incidental charges (which are not included in Major Prize 1 and Major Prize 2). Once accommodation vouchers for accommodation awarded in this Promotion are issued they are non-changeable. It is the travellers' personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and associated web sites.
- 42. Unless expressly stated in these Terms and Conditions, all other expenses for Major Prize 1 and Major Prize 2 Winners are the responsibility of the winners including but not limited to, current passports, visas, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, fees for change of flight dates (where these changes are made at the choice of the winner), optional activities or excursions and all other ancillary costs.
- 43. No part of Major Prize 1 or Major Prize 2 is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified by the Promoter.

Major Prize 3 - AUD \$5000 cash grant towards studies or business endeavours

- 44. This prize will be awarded to the winning entrants from the Professional Category and Student Category (Team).
- 45. The Prize consists of AUD \$5,000 cash (**Major Prize 3**).
- 46. If elected by the Professional Category and Student Category (Team), the cash prize will be shared equally between the Team members by individual cheque or EFT to bank accounts nominated by each Team member.

Australian Macadamia Industry Award Prize - Tailored Mentorship Program

- 47. This prize will be awarded to the winning entrants of the Australian Macadamia Industry Award.

48. The prize consists of a tailored mentorship program which will be provided based on career or study objectives, as follows:
 - a. single or two member (2) Teams: a three (3) month mentorship program with one (1) of the Final Judges; or
 - b. two (2) to five (5) member Teams: a one (1) month mentorship program with one (1) of the Final Judges.

Notifying winners

49. The Shortlisted Finalist Design/s will be notified by electronic message before 30st January 2019. The names of all Shortlisted Finalist Design/s will also be published online by 31st January 2019 on macadamiachallenge.com.
50. The Major Prize winners will be notified at the Winner's Reveal Event on 4th April 2019. The names of all Major Prize winners will also be published online by 10th April 2019 on macadamiachallenge.com.

Claiming prizes

51. Teams or Individuals chosen as Shortlisted Finalist Designs must claim their prize within ten (10) days of being notified, and in accordance with any claim instructions provided by the Promoter to the winner.
52. As a condition of claiming any prizes associated with this Promotion, winners must be prepared to attend the Winners' Reveal Event (except for other Team members who may attend subject to these Terms and Conditions) and take part in any publicity accompanying or resulting from the Promotion. No additional compensation will be awarded for such promotional activities.
53. If a prize is not accepted or claimed by the prize claim dates stipulated in these Terms and Conditions, the relevant winner's entry will be deemed invalid. The Promoter may, at its absolute discretion, distribute the unclaimed prizes to the next highest scoring Eligible Entrant as judged by the Shortlist Judging Panel or Final Judging Panel or withdraw the prize unawarded, subject to any directions given by any relevant authority. Any unclaimed prizes will be reallocated using the order as determined by the Shortlist Judging Panel or Final Judging Panel as set out in section 57 of these Terms and Conditions. The Promoter is under no obligation to award any unclaimed prize.

Licence

54. By participating in this Promotion each participant grants the Promoter and its affiliates, including goods manufacturers, a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, distribute and disseminate all intellectual property rights in the Design and Content that are capable of being licensed to the Promoter and consents to the Promoter using, reproducing or editing and adapting any entry, if the Promoter wishes, in broadcast, electronic and print media, newsletters, in the Promoter merchandising and related marketing activities in whole or in part without attributing that entry to the person who created it (the **Licence**). The Promoter will endeavour to acknowledge and attribute authorship of entries where possible.
55. For the avoidance of any doubt, entrants retain intellectual property rights over their Design and Content and agree to grant the Licence, which includes:
 - a. unlimited use of the entry Content for marketing, PR and other similar commercial purposes related to the promotion; and

- b. permission:
 - i. to share/present the entry to food manufacturers with the aim of inspiring new product lines including Australian Macadamias; and
 - ii. for a food manufacturer to commercially produce the entry or a variation of the entry.
- 56. By participating in this Promotion, you provide unconditional and irrevocable consent to the Promoter (and its successors, assigns and licensees) to all acts or omissions by the Promoter or any persons or entities authorised by the Promoter that would otherwise infringe any moral rights of the entrant or any other creator/person in the Content, as described in Part IX of the Copyright Act 1968, or any analogous rights that exist or may come to exist anywhere in the world. Without limiting the foregoing, you agree that the Promoter may reproduce or publish any entry without attributing authorship.

General

- 57. The Shortlist Judging Panel and Final Judging Panel may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
- 58. The Promoter reserves the right, at any time, to validate and check the originality of entries and entrant's eligibility (including an entrant's identity, age and place of residence). Entrants must provide the requested evidence within ten (10) days of the Promoter's request. In the event that a winner cannot provide suitable proof, or within the requested time frame as requested by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win.
- 59. Eligible Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to recipes, know how, ingredients list, how to instructions and methodology and their answers to questions on the entry form relating to their Design (**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 use any Content without notice for any reason whatsoever. Eligible Entrants 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 use or publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior written consent from any person or from the owner(s) of any property that is used in or that appears in their Content;
 - d. the Content is the original work of the entrant that they own all intellectual property rights in or they will obtain full prior consent, in writing, from any person or entity who has jointly created or has any rights in the Content (including but not limited to their employer) to the uses and licensing contemplated by these Terms and Conditions. For the avoidance of doubt, if an entrant creates the Content or any part of the Content in the course of their employment, where intellectual property and other rights in the Content or any part of the Content may vest in their employer, or the Content, any part of the Content, or any rights therein, may in any other way be owned or restricted by their employer or any other entity or person, the entrant must obtain full prior consent from their employer, or any other person or entity, as

applicable, to granting the Licence (as defined below) over the Design and Content to the Promoter and its affiliates, as contemplated by these Terms and Conditions.

- e. the Content, and any use of the Content by the Promoter or any party authorised by the Promoter, does not and will not infringe the rights of any third party;
 - 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' equipment, computer or communication systems.
60. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
61. Prizes are subject to the standard terms and conditions of individual prize and service providers. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
62. Prizes, or parts thereof, provided by a third party are subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
63. The Promoter reserves the right in its absolute discretion to cancel the Promotion at any stage, including in the event of circumstances arising beyond its reasonable control.
64. The Promoter collects personal information from all participants in order to conduct the Promotion. By participating in this Promotion, it is necessary for you to submit personal data and for the Promoter to process this personal data. Entry to the Promotion and eligibility to be awarded the prize is conditional on providing the personal data requested. Upon accepting these Terms and Conditions, you consent to your personal data being collected, stored, processed and used by the Promoter for the duration and handling of the Promotion and awarding of the prize. Unless agreed upon otherwise, the collection, use and processing of personal data is conducted in accordance with the uses and disclosures in these Terms and Conditions and the Promoter's privacy policy which can be viewed at <http://www.australian-macadamias.org/consumer/privacy-policy>.
65. If the personal information requested is not provided, the participant may not participate in the Promotion or claim a prize and their entry may be discarded. It is a condition of entry into the Promotion that the winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the prize, and participates in any media releases which may include photographs of the winner by the Promoter or any of its affiliates. By entering this promotion, participants consent to the use of their names and likenesses in this manner.
66. The Winner may be liable to declare the prize for taxation purposes and will be liable for any tax payable in respect of a prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the prize and the potential impact on their personal financial situation prior to entering the Promotion.
67. Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any of its affiliates make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these Terms and Conditions.

68. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited.
69. To the extent permitted by local law, the Promoter and any of its affiliates expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Promotion or the acceptance of any prize. The winner indemnifies the Promoter and its affiliates against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any of its affiliates arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the winner, participation in any prize, or its breach of these Terms and Conditions.
70. Neither the Promoter nor any of its affiliates will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.
71. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion at its absolute discretion.
72. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
73. These Terms and Conditions are written in English but may be translated into other languages. In the event of any inconsistency between the English version and any foreign translation, the interpretation of the English version will prevail.