

2017/18 PorkMark Australian Artisan Ham Awards - Terms and Conditions

1. Information on how to enter set out in any supplemental materials forms part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions. The competition is conducted by Australian Pork Limited (ABN 83 092 783 278) of PO Box 4746 Kingston ACT 2604 Australia ("APL").
2. Entry is only open to businesses that produce hams made from Australian pork ("Ham") for retail sale in Australia ("entrants").
3. There are two (2) categories in the competition: (a) Traditional Bone – In Leg; and (b) Boneless. Entrants can enter both categories if they wish. There will also be a separate Nationally Available competition. Entrants that enter a Ham product in this competition in either category will not be eligible to enter the same Ham product in the Nationally Available competition. Only one (1) entry permitted per entrant per category, except in the instance that the entrant is a manufacturer for a secondary brand. The manufacturer can then enter a Ham product on the brand owner's behalf as well as a Ham product that is produced independently by the manufacturer, provided the manufacturer's Ham product is separate and distinct from the brand-owner's Ham product, and further, that both Ham products meet the criteria set out in clause 6.
4. Registrations are open from Monday 21 August 2017 and close Midnight AEDST on Tuesday 18 September 2017 ("Registration Period").
5. To enter, an authorised representative of the entrant must, during the Registration Period, complete and send in the entry form in accordance with the directions stipulated on it, together with a cheque or credit card details for the payment of the \$75 entry fee for each category that the entrant intends to enter. For clarity, if the entrant is entering both categories, two entry fees will be required to be paid (i.e. \$150). The entry fee will include courier charges to send in their entry. If the entrant's entry fee(s) are not processed for any reason whatsoever (including a bounced cheque or insufficient funds), then in the absolute discretion of APL, the entrant will not be permitted to participate unless APL advises otherwise. Following receipt of an entry during the Registration Period, each entrant will then be contacted by APL and provided with an entry number. Each entrant will then be required to submit their Ham product(s) via a courier, and instructions will be given by APL, so that the Ham products arrive before 5pm AEDST Monday 9 October 2017 to the address nominated by APL. APL accepts no responsibility should any entrant fail to have the Ham products delivered by the required time, except where the late delivery is due to reasons caused by APL and it is not through any fault of the entrant.
6. The Ham products submitted as part of the entrant's entry must comply with the following requirements: (a) the Ham products must be made on the premises of the entrant, (excluding the processing of the pork to the final Ham product, which may be performed under contract by another business). For clarity, an entrant can send in a Ham product which has been made by them on their premises but processed by another business on their behalf; (b) the Ham products must be available for purchase in the ordinary course of business and not specifically made for the purpose of the competition; (c) the Ham products must be identified by their product name and entry number only, on a sticky label placed on the packaging of each entry, and must not contain the business name. If the product name normally includes the business name then the entrant must only include the product name without the business name; (d) the Ham products must only include pork from animals produced in Australia; (e) all entries must consist of: (i) In the case of the Traditional Bone – In Leg category – one (1) half leg of Ham, shank end vacuum packed and without garnish, (ii) In the case of the Boneless category – one (1) Ham portion weighing no less than 1kg, vacuum packed and without garnish; and (f) all entries must arrive chilled and be in suitable and hygienic packaging. APL will not judge Ham products that do not arrive in a suitable condition. It is the entrant's responsibility to ensure that the Ham submitted arrives in a suitable fashion. After registration, the entrant will be contacted by APL and will be provided with correct packaging requirements.
7. If there is a dispute as to the identity of an entrant, APL reserves the right, in its sole discretion, to determine the identity of the entrant.
8. APL reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant that submits an entry that is not in accordance with these Terms and Conditions or that tampers with the entry process. Errors and omissions will be accepted at APL's discretion. Failure by APL to enforce any of its rights at any stage does not constitute a waiver of those rights. APL reserves the right to: (a) request the entrant sign a declaration confirming that they have complied with the requirements of the Terms and Conditions; and (b) request such documents that APL may reasonably require to establish compliance with these Terms and Conditions.
9. Incomplete, indecipherable, or illegible registrations will be deemed invalid. Ham products will be disposed of and not returned to the entrant after the conclusion of judging.

10. This competition is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on general appearance, texture, aroma and taste and a score out of 100 will be assigned as set out in the sample evaluation form published by the judges. The judges' decision is final and no correspondence will be entered into.
11. The entrants that submitted the entries which receive the most points in each category, will be deemed the category winners and receive a plaque. Entries will then be further divided into State/Territory groups as follows: **(NSW, ACT, QLD, SA, VIC WA, NT, TAS)**. The entrants that submitted the entries which receive the most points in each category in each State/Territory, will be deemed the State/Territory winners for that category and receive a certificate.
12. The entrant whose entry received the most points overall, after the conclusion of judging, will be deemed the overall winner. For the sake of clarity, APL will assess the points awarded to each entrant in each category to assess the highest overall score in either category. The overall winner will be announced at the Launch of Christmas Ham Season in November. In addition the overall winner will have their name featured in a radio advertisement that will be aired in the winner's State or Territory for the duration of up to one (1) week, at times and on a station(s) as determined by APL in its absolute discretion. The radio ad will also make reference to the Australian PorkMark program and Australian Christmas Ham Season (or similar). The content of the radio ad will be determined by APL in its absolute discretion.
13. All winners will be notified by APL, and agree to keep details of their win confidential until the commencement of Australian Ham Week (26 November – 2 December) or as otherwise advised by APL.
14. Without limiting any other terms above, entrants consent to APL using their name in the event they are a category winner or the overall winner in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and the Australian PorkMark program.
15. If this competition 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 APL, APL 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 competition, as appropriate.
16. Except for any liability that cannot be excluded by law, APL (including its 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 competition, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under APL's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence or courier delivery that is late, lost, altered, damaged or misdirected (whether or not after their receipt by APL) due to any reason beyond the reasonable control of APL; and (d) any tax liability incurred by a winner or entrant;
17. APL collects personal information of authorised representatives of entrants in order to conduct the competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and suppliers. Entry is conditional on providing this information. APL will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <http://www.australianpork.com.au/privacy-statement>. In addition to any use that may be outlined in the APL Privacy Policy, APL 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 authorised representative. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their personal information, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Individuals should direct any request to access, update or correct information to APL. All entries become the property of APL. APL will not disclose personal information to any entity outside of Australia.