**The Australia Women’s Weekly Food Birthday Cake Cookbook Competition**

(“Promotion”)

**Terms and Conditions**

1. Information on how to enter and prizes forms part of these Terms and Conditions. By participating in the Promotion, you agree to be bound by these Terms and Conditions.

*Entry*

1. The Promotion commences at 12:00 pm AEST on 17/04/25 and ends at 11:59 pm AEST on 28/04/25 (“Promotional Period”).
2. You must be aged 18 years or over to enter. Entry is open to Australian residents only. Employees of the Promoter and their immediate family and other persons associated with the 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.
3. **To enter online**: You can enter by going to www.womensweekly.com.au/WIN and following the prompts to the Promotion entry page. At the promotional entry page, you submit an online entry by completing the entry form (including your full name, email address, daytime telephone number and any other details requested and answer, to the prompt – “Share a memory and photo of your favourite birthday cake from The Australian Women’s Weekly Birthday Cake Cookbook” – and upload a photograph of your chosen cake and submitting the entry as instructed during the Promotional Period.
4. Only one entry per person will be permitted.
5. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of violating any law; or (q) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem otherwise inappropriate will also be ineligible and will be discarded.
6. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter’s decision will be final.
7. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
8. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
9. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.
10. You must not engage in any illegal or unsafe behaviour whilst participating in the Promotion. To the extent permitted by law, the Promoter and its partners exclude any legal liability or responsibility for incidents or activities, whether legal or otherwise, engaged in by you or any other person during participation in the Promotion (including while taking the entry photograph). For the sake of clarity, this clause shall not apply where the Promoter has organised or endorsed any particular activities.
11. You should not send in original versions of the entry as entries will not be returned. No responsibility will be taken by the Promoter if an original entry is lost or damaged.
12. The Promotion is a game of skill; chance plays no part in determining the winner(s). Each entry will be individually judged based on its literary, artistic and creative merit. The judges’ decision will be final and binding on every person who enters. No correspondence will be entered into.
13. Failure to comply with these Terms and Conditions or any other applicable terms may result in disqualification and/or forfeiture of prizes at the Promoter’s sole discretion.
14. You warrant to the Promoter that your entry is an original work that does not infringe the rights of any person. You warrant that you own or have all necessary licences, rights, consents and permissions to use and authorise the Promoter to use all trademark, trade secret, copyright or other proprietary rights in and to your entry to enable inclusion and use of your entry in the manner contemplated by these Terms and Conditions. If any part of the information provided by you in relation to you entry was provided by a third party, you warrant that you have obtained the relevant copyright permission to submit the entry for the purposes of the Promotion.
15. You warrant that you have obtained the written consent, release or permission of each and every identifiable individual person in your entry (including, if the individual is a child, the child’s parent or legal guardian) to use their name and likeness to enable inclusion and use of your entry in the manner contemplated by these Terms and Conditions.
16. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these Terms and Conditions.
17. You grant to the Promoter an irrevocable, worldwide and perpetual licence to use your entry in any manner and for any purpose at its absolute discretion, including using your entry in connection with book publication and promotional, marketing or publicity purposes without any further reference or payment or other compensation to you. The Promoter may amend, edit, select, crop, retouch, add to or delete from any part of your entry.
18. The Promoter will not be liable for any breach of copyright in connection with your entry. You will be solely responsible your entry and the consequences of submitting it.
19. The Promoter may use and may permit others to use your entry at its absolute discretion, including in connection with a story or feature on the Promotion to be published in any of its print or digital publications, without further remuneration or reference to you.

*Judging and award of prize*

1. The judging will be conducted by a panel of judges appointed by the Promoter. The judging will take place at Are Media, 54 Park Street, Sydney NSW 2000 and will begin on 06/05/25.
2. The best 50 valid entries as determined by the judges will win the following prize(s):

1 x Cookbook Prize Pack valued at up to AUD $250 each

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD $12,500 (including GST).

1. The winner will be notified by telephone and in writing within 7 business days of the judging using the contact details provided in their entry. The winner’s name will be published on <https://www.nowtolove.com.au/puzzles/are-media-competition-winners-68801/> on 13/05/25.
2. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer.
3. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
4. If, for any reason, the winner does not take the prize (or part of the prize) within the reasonable time stipulated by the Promoter, the prize (or that part of the prize) will be forfeited by the winner and cash will not be awarded in lieu.
5. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification.

*Prizes*

1. Unless otherwise stipulated, the prize will be delivered to the nominated address of the winner, provided that address is in Australia. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.
2. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
3. In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.
4. The prize is subject to the standard terms and conditions of individual prize and service providers. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms and Conditions in the event of any inconsistency. To the extent permitted by law 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 Terms and Conditions or otherwise.

*General*

1. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
3. 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 or similar applicable laws (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (iii) any theft, unauthorised access or third party interference; (iv) 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; (v) any variation in prize value to that stated in these Terms and Conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize. For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused any personal injury, loss or damage (in which case the Promoter’s liability is limited to the minimum allowable by law).
4. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.
5. The Promoter collects personal information (“PI”) to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which is available at http://www.aremedia.com.au/privacy. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
6. The Promoter collects personal information (“PI”) to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which, for Australia, is available at http://www.aremedia.com.au/privacy and, for New Zealand, is available at http://www.aremedia.co.nz/privacy. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. For New Zealand entrants, under the Privacy Act 1993, you have the right to access and request the correction of any PI held by the Promoter. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
7. The winner(s) will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
8. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000).
9. Authorised under permit numbers: NSW: NTP/03786