

Noma Australia Student Competition Terms and Conditions

1. These Terms and Conditions govern the entry process for the Noma Australia Student Competition ("**Competition**").
2. Information on how to enter and prizes forms part of these conditions of entry.
3. By entering this Competition, you are deemed to have accepted these terms and conditions.
4. Entry is only open to residents of NSW only.
5. To be eligible to participate in this Competition, entrants must upon request, provide the Promoter with proof of their status as a registered culinary and/or hospitality student ("**Eligible Entrants**").
6. Employees or contractors of the Promoter, other companies associated with the Competition, and their immediate families, are not eligible to enter.
7. The Competition commences Saturday 20th February 2016 and final entries close and must be received by 11:59PM AEST on Friday 25th March 2016 ("**Competition Period**"). Eligible Entrants will be selected each Friday during the Competition Period, commencing on Friday 26th February and ending on Friday 25th March 2016 ("**Winner Notification Date**"). Eligible Entrants will be selected by the Promoter from all eligible entries received from the commencement of the Competition Period.
8. Eligible Entrants whose entries are judged and selected as successful by the Promoter (the "**Prize Winner/s**"), shall be notified by phone call or email, and shall be required to claim their prize within eight days of their respective Winner Notification Date, and on a date to be notified by the Promoter. Those Prize Winners selected on Friday 25th March 2016 shall be required to claim their prize by no later than 12.01pm on Saturday 2nd April.
9. A total of twenty (20) Prize Winners only will be selected during the Competition and Competition Period.
10. The Promoter's decision is final and no correspondence will be entered into.
11. An entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission by the entrant.
12. This is a game of skill and no element of chance plays a part in the determination of winners.
13. Each entry will be individually judged according to its merits on the basis of creativity as determined by the Promoter in its sole discretion.
14. To enter, Eligible Entrants must answer the question "What does tomorrow's meal look like?". Entries must be submitted digitally via email to sydstudents@noma.dk, and may take the form of a written essay (500 words or less), photograph, drawing, or short film. All entries must also include the Entrant's full name, contact phone number and email address, and scanned proof of their registered student status.

15. Only one entry is permitted per person.
16. Each Eligible Entrant is only eligible to win one prize. We reserve the right to withdraw a prize if there are no eligible entrants to receive that prize.
17. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions of entry, who tampers with the entry process or who submits an entry that the Promoter, in its sole discretion, deems to not be original or that breaches the copyright and/or intellectual property rights of any third party, be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. Incomplete, indecipherable, or illegible entries will be deemed invalid. Any incorrect entrant details submitted may render the corresponding entry invalid. It is each entrant's responsibility to inform the Promoter if their personal details change prior to the Winner Notification Date.
19. If there is a dispute as to the identity of an entrant, the entrant will be deemed to be the person in whose name is on the completed Entry.
20. Those entries determined as successful by the Promoter, in its sole discretion, will each win one meal at Noma Australia located at Barangaroo, Sydney ("**Restaurant**") valued at \$A735 ("**Prize**"). Each Prize includes the Noma Australia meal and beverage pairing as determined by the Promoter. All meals will be served in the outdoor Restaurant lounge, with Prize Winners dining together at the communal dining table. The Prize does not include, and the Prize Winner(s) is responsible for any and all other costs associated with claiming the Prize, including but not limited to, any transport and accommodation costs.
21. The total value of the twenty available Prizes is \$14,700.
22. To receive the complete Restaurant beverage pairing, each Prize Winner will be required to provide to the Promoter an acceptable form of identification including (a) a photo driving license, (b) a passport, (c) or proof of age card. Failure to provide any such identification will see the Promoter provide to the Prize Winner the Restaurant's non-alcoholic beverage pairing. All service of alcohol at the Restaurant is subject to Responsible Service of Alcohol (RSA) and its NSW Liquor and Gaming license (License No. LIQL550025615). The Promoter's decision is final.
23. If for any reason whatsoever the Prize Winner does not take their Prize or an element of their Prize at the time stipulated by the Promoter, then the Prize or that element of the prize will be forfeited by the Prize Winner and neither cash nor any other Prize will be awarded in lieu. In any event, if the Prize Winner does not claim their Prize within seven days of the date upon which the Promoter first attempts to contact them, they will forfeit the Prize and the Promoter will select the next best entry. This process will continue either until the particular Prize is claimed or valid entries are exhausted, whichever occurs first.

24. Unless otherwise stipulated, no prize is transferable, exchangeable or redeemable for cash.
25. Prizes may not be (a) sold, offered for sale, marketed or advertised to any third parties; (b) used as part of any promotional or commercial activities; or (c) or transferred to any third party without the prior written approval of the Promoter. The Promoter's decision is final and no correspondence will be entered into.
26. Each work submitted as part of an Eligible Entry ("**Work**") becomes the property of the Promoter. As a condition of entry, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide license to use and exploit all intellectual property rights (including, without limitation, copyright) in and to the Work and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of an entrant's moral rights.
27. Each Eligible Entrant warrants to the Promoter that the Work submitted is an original work of the Entrant which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the Entrant's entry being invalid. In addition, each Entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter arising from that Entrant's breach of the warranty set out in this condition.
28. If a prize (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law.
29. If for any reason, the Promoter is not able to conduct the Competition as planned, including due to tampering, unauthorised intervention, fraud, any technical difficulties or any other causes beyond its control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to take any action that may be available, including to (a) disqualify any Entrant, and/or (b) to cancel, suspend, modify, terminate or cancel the Competition.
30. The Promoter excludes all warranties in relation to the quality, suitability or merchantability of a prize, except those that cannot be excluded by law.
31. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any rights a consumer may have which are unable to be excluded under Australian Law, is limited to the payment of the costs of having the prize supplied again.
32. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) or damage or personal injury suffered or sustained in connection with the Competition including the supply of goods or services by any person to the Prize Winners, and where applicable to any persons accompanying the Prize winners. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.
33. Except for any implied condition, guarantee or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("**Non Excludable Condition**"), the Promoter

excludes from these conditions of entry all conditions, guarantees, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation, the following: (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 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 conditions of entry ; (e) any tax implications; (f) the cancellation or postponement of the Event; and/or (g) a prize or use of a prize. Nothing in these terms affects the statutory rights of any person under The Australian Consumer Law or any other applicable law.

34. Each Entrant consents, that if the Entrant becomes a Prize Winner, to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in an media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome), the Promoter and or products/services supplied by the Promoter.
35. The Promoter collects personal information in order to conduct the competition and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. The collection of personal information by the Promoter is as per the terms set out in its Privacy Policy available at <http://noma.dk/australia/privacy-policy/>.
36. The Promoter is Noma Australia Pty Ltd (ACN 35 608 726 290) of 23 Barangaroo Avenue, Barangaroo, Sydney, NSW 2000.