

Special Diet Awards: Standard Terms and Conditions

- Introduction These terms and conditions ("Terms") govern participation in the Special Diet Awards
 ("Awards") organised by Healthy Food Guide magazine, a division of Nextmedia Pty Ltd, Level 8/205 Pacific
 Highway, St. Leonards 2065 NSW Australia. Participation in these Awards is deemed acceptance of these
 Terms.
- 2. **Eligibility** a) The Awards are open to all food product brands operating within the Australian and New Zealand markets. b) Products entered must comply with the legal definitions and regulations concerning labelling and health claims as stipulated by Food Standards Australia New Zealand (FSANZ) and other relevant regulations. c) Nextmedia Pty Ltd reserves the right to reject or disqualify any product submission for the Special Diet Awards at any stage without providing reasons. d) Decisions by Nextmedia Pty Ltd regarding rejection are final and binding, with no correspondence entered into. e) Brands whose products are rejected or disqualified must cease using any materials or claims associated with the Awards.
- 3. Submission of Entries a) Brands must submit their products through the official Awards submission portal.
 - b) Submissions must include product information, ingredients, nutritional information, and relevant certifications.
- 4. **Brand Representations and Warranties** a) Brands ensure their product information is accurate and up to date. b) Brands must inform Nextmedia Pty Ltd of any product changes before the Awards announcement.
 - c) Compliance with food safety and labelling regulations is mandatory. d) Brands must disclose specific claims used on packaging and provide evidence of compliance with FSANZ standards and other regulations.
- 5. **Intellectual Property and Responsibility for Claims** a) Intellectual property rights in submitted materials remain with the brand. b) Brands grant Nextmedia Pty Ltd a non-exclusive licence to use submissions for judging, promotion, and reporting. c) Brands ensure submissions do not infringe third-party intellectual property rights. d) Brands are responsible for their product claims. e) Brands indemnify Nextmedia Pty Ltd against claims arising from false, misleading, or inaccurate information.
- 6. **Judging Process** a) Entries are evaluated by a panel of dietitians and food experts based on nutritional and ingredient information. b) Criteria include nutritional value, compliance with relevant standards, and overall quality. c) Nextmedia Pty Ltd is not responsible for the panel's decisions, which are final. d) Participation implies acceptance of the judging process impartiality.
- 7. **Award Recognition** a) Winners receive recognition and may feature in Healthy Food Guide magazine and media. b) Winners may use the official Special Diet Awards logo per Nextmedia Pty Ltd's guidelines.
 - c) Nextmedia Pty Ltd reserves rights to promotional use of winners' details. d) Winners are encouraged to engage in promotional activities.
- 8. **General Conditions** a) Nextmedia Pty Ltd may alter these Terms without notice. b) Disputes are subject to the laws of Australia and New South Wales.