

Goldfields Bush Cooking Community Recipe Competition

Official Terms and Conditions

1. Promoter

The Goldfields Bush Cooking Community Recipe Competition ("**Competition**") is conducted by the Foundation for the WA Museum (ABN 41 623 497 978 of WA Museum Boola Bardip, Francis Street, Perth, WA 6000) in partnership with Gold Fields (ABN 73 626 532 232 of Level 4, 235 St Georges Terrace, Perth WA 6000) and the Museum of the Goldfields (ABN 95 249 517 733) of 17 Hannan St, Kalgoorlie WA 6430) (collectively referred to as the "**Promoters**").

- 1.1 Information regarding the Competition, including promotional material, entry forms, websites and social media content, form part of these Terms and Conditions.
- 1.2 By entering the Competition, each entrant agrees that they have read, understood and are bound by these Terms and Conditions.
- 1.3 Entry into the Competition is deemed acceptance of these Terms and Conditions and any lawful directions or requirements issued by the Promoters in connection with the Competition.

2. Competition Period

- 2.1 The Competition opens at 9:00am Australian Western Standard Time (AWST) on 22 July 2026 and closes at 11:59pm AWST on 2 September 2026 ("**Competition Period**").
- 2.2 Entries must be received by the Promoters at <https://www.fwam.com.au/bush-cooking-competition-> during the Competition Period.
- 2.3 Entries received after the Competition Period will not be accepted for consideration in respect of the Competition.
- 2.4 The Promoters reserve the right to extend, shorten or otherwise amend the Competition Period at their sole discretion.
- 2.5 Any amendment to the Competition Period will be communicated through official Competition channels, including the Competition webpage (available at <https://www.fwam.com.au/bush-cooking-competition> and/or social media channels including official Instagram and Facebook.
- 2.6 The Promoters accept no responsibility for, and reserve the right to not accept, entries that are incomplete, delayed, corrupted, lost, misdirected, incorrectly submitted or otherwise not received before the closing date and time.

3. Eligibility

- 3.1 Entry is open to permanent residents of the Goldfields region of Western Australia who are aged eighteen (18) years or older at the time of entry.
- 3.2 The Competition welcomes participation from Aboriginal and Non-Aboriginal community members.
- 3.3 Employees, officers, directors, contractors, volunteers, agents, consultants, judges and representatives of the Promoters, together with their immediate family members, are not eligible to enter.
- 3.4 For the purposes of these Terms and Conditions, "immediate family" includes a spouse, de facto partner, parent, step-parent, child, step-child, sibling, grandparent, grandchild or any person residing at the same residential address.
- 3.5 Each entrant may submit one (1) entry only during the Competition Period.
- 3.6 Multiple entries submitted by the same entrant may result in all entries being deemed invalid.
- 3.7 The Promoters reserve the right to verify the eligibility of any entrant at any time.
- 3.8 Entrants must provide any information reasonably requested by the Promoters for eligibility verification purposes, including proof of age, identity and residential address.
- 3.9 Failure to provide satisfactory evidence of eligibility may result in disqualification.
- 3.10 The Promoters may disqualify any entrant who breaches these Terms and Conditions or otherwise acts to undermine the fairness of the Competition.

4. Competition Theme

- 4.1 The Competition theme is "Bush Cooking in the Goldfields".
- 4.2 Eligible recipes must incorporate at least one Australian native ingredient, including native fruits, herbs, spices, seeds, edible plants or bush foods.
- 4.3 Recipes may reflect traditional knowledge, family traditions, contemporary adaptations or innovative culinary approaches.
- 4.4 The Promoters reserve the right to determine, acting reasonably and in their sole discretion, whether a submitted recipe satisfies the Competition theme and ingredient requirements.
- 4.5 The Promoters may request clarification regarding ingredients, sourcing, preparation methods or cultural context before judging is completed.

5. Entry Requirements

- 5.1 To enter the Competition, entrants must complete and submit the official entry form together with all required materials.

5.2 Entries must include:

- (i) recipe title;
 - (ii) full ingredient list;
 - (iii) step-by-step method;
 - (iv) recipe story; and
 - (v) any optional supporting photographs or video content,
- (together, the **Submission Materials**).

5.3 Recipe stories submitted in written format should generally be between 50 and 300 words. Video submissions should be of comparable informational content.

5.4 Entries must be legible, complete and capable of being understood by the judging panel.

5.5 The Promoters reserve the right to request clarification, amendments, missing information or supporting materials where reasonably necessary.

5.6 Submission of an entry does not guarantee eligibility, finalist selection or publication.

5.7 All entry materials become part of the Competition records and will not be returned unless otherwise required by law.

6. **Entry Conditions and Warranties**

6.1 Entrants warrant that:

- (i) they are entitled to submit the entry;
- (ii) all information provided is accurate and truthful;
- (iii) all Submission Materials are their own original work or that they have obtained all necessary permissions for use as contemplated by these Terms and Conditions;
- (iv) the entry does not otherwise infringe any copyright, moral rights, trademark, privacy, confidentiality or other legal rights;
- (v) any individuals appearing in photographs or videos have provided informed consent; and
- (vi) any cultural information has been shared with appropriate authority and permission.

6.2 Entrants acknowledge that the Promoters may investigate potential breaches of these warranties.

- 6.3 The entrant agrees to indemnify and hold harmless the Promoters against any claims, losses, damages, costs or expenses arising from a breach of these warranties.
- 6.4 The Promoters reserve the right to reject, remove or disqualify any entry considered inappropriate, misleading, offensive, defamatory, unlawful, unsafe or inconsistent with the objectives of the Competition.

7. Judging

- 7.1 This Competition is a game of skill, chance plays no part in determining the successful entrants and all entries will be judged by a judging panel of at least three individuals, appointed by the Promoters.
- 7.2 The judging panel will consider each entry on overall quality, authenticity, presentation, originality and relevance, to be determined by the judging panel at their sole discretion.
- 7.3 The judging panel may request expert advice regarding culinary, cultural or historical matters where necessary.
- 7.4 The Promoters reserve the right not to award all advertised finalist positions if, in the opinion of the judges, insufficient entries meet the required standard.
- 7.5 All decisions made by the judging panel are final and no entrant will have any right of appeal regarding the outcome of such judging.
- 7.6 The Promoters may audit scoring processes to ensure fairness, consistency and transparency.

8. Finalists and Verification

- 8.1 The Judging panel will nominate 12 winners following the close of the Competition Period.
- 8.2 Winners may be required to sign additional consent, publicity, image release or verification documentation.
- 8.3 The Promoters may conduct reasonable background checks to confirm eligibility and compliance with these Terms and Conditions.
- 8.4 If a finalist is found to be ineligible, unwilling to participate, or otherwise unable to satisfy Competition requirements, the Promoters reserve the right to select an alternative finalist.
- 8.5 Finalists may be asked to recreate, prepare or demonstrate their recipe for promotional or educational purposes.

9. Prize Conditions

- 9.1 There will be up to twelve (12) prize winners (each, a “**Prize Winner**”) selected from the pool of entrants described in clause 8.1 following a round of judging in accordance with clause 7.
- 9.2 Each Prize Winner will each receive one (1) Kmart gift voucher valued at \$500 (“**Gift Voucher**”).

- 9.3 The Promoters will make reasonable attempts to contact each Prize Winner so that they may claim the Gift Voucher following selection in accordance with this clause 9.
- 9.4 It is the responsibility of the entrants to ensure that the Promoters are notified of any changes to their contact details.
- 9.5 Gift Vouchers are subject to the issuer's terms and conditions (available at https://www.kmart.com.au/gift-card/?srsltid=AfmBOopixEllg1yM1vGknp5_J90CXLrL3fBfCQJm-R5UYHDI9fmj7wk8)
- 9.6 The Promoters are not responsible for lost, stolen, damaged or expired Gift Vouchers.
- 9.7 Any ancillary costs associated with accepting or using a prize, including travel, accommodation, internet access or food preparation costs, are the responsibility of the Prize Winner.
- 9.8 If a prize becomes unavailable, the Promoters reserve the right to substitute a prize of equal or greater value ("**Substitute Prize**").
- 9.9 If a Gift Voucher or Substitute Prize is not claimed by the relevant Prize Winner within 30 days of the Prize Winners being determined, the Prize Winner will forfeit the Gift Voucher which the Promoters will award to the next best entry as determined by the judging panel.

10. Intellectual Property and Content Licence

- 10.1 Entrants grant to the Promoter's a worldwide, perpetual, non-exclusive, irrevocable, transferable licence to use, modify, adapt, publish and distribute their Submission Materials for any purpose. Including but not limited to printing and distributing recipe cards at the WA Museum locations and publishing on the WA Museum and Foundation for the WA Museum websites and social media platforms.
- 10.2 Entrants warrant that they each own the intellectual property in their Competition entry and Submission Materials, including the copyright to any text, photograph, illustration, audio or video recording or other material included in the entry.
- 10.3 Entrants consent to the use and publication of their name, likeness, image, voice, biographical information and submitted materials in connection with the Competition.
- 10.4 Entrants waive, to the extent permitted by law, any moral rights they may have in relation to modifications reasonably required for publication, exhibition, educational use or promotional purposes and consent to the Promoters dealing with the Submission Materials in their Competition entry in any way which may otherwise infringe such moral rights.
- 10.5 Entrants agree to sign any further documentation and do all things reasonably necessary to give effect to this clause 10.

- 10.6 The licence granted under these Terms and Conditions survives the conclusion of the Competition and any withdrawal of an entry after submission.
- 10.7 The Promoters are under no obligation to publish, display or otherwise use any submitted material.

11. Aboriginal Cultural Knowledge and Indigenous Cultural Intellectual Property

- 11.1 The Promoters acknowledge the importance of Indigenous Cultural and Intellectual Property rights and commit to respectful engagement with Aboriginal cultural knowledge.
- 11.2 Entrants are responsible for ensuring that any cultural information, language, stories, traditional practices or knowledge included in an entry are shared appropriately and with relevant permissions.
- 11.3 The Promoters reserve the right to seek advice from Aboriginal cultural advisors regarding the suitability of publication or display of submitted material.
- 11.4 The Promoters may decline to publish, reproduce or otherwise use content where publication could result in cultural harm, misrepresentation, unauthorised disclosure or community concern.
- 11.5 Nothing in these Terms and Conditions requires the disclosure of restricted, sacred, ceremonial or confidential cultural knowledge.

12. Privacy

- 12.1 Entrants' Personal information may be:
 - (i) collected and stored in electronic or physical form; and
 - (ii) retained for recordkeeping, reporting, archival and historical purposes,

in accordance with applicable laws and the Promoters' privacy policy available at <https://visit.museum.wa.gov.au/personal-information-collection-notice> and <https://www.fwam.com.au/personal-information-collection-statement> ("**Privacy Policy**").
- 12.2 By providing your personal information to the Promoters in connection with this Competition, you agree to the terms of the Privacy Policy.
- 12.3 The Promoters may disclose the entrants' personal information to its related entities, business partners and external service providers for the purposes of conducting and promoting the Competition, including for the purposes of identifying and notifying successful entrants.
- 12.4 Entrants may request to access, change or update their personal information held about them, subject to applicable legal requirements by contacting foundation@fwam.com.au.

- 12.5 De-identified Competition information may be used for evaluation, reporting, funding acquittals and community impact assessment purposes.
- 12.6 By entering the Competition, each entrant consents to the Promoter's use of their likeness, image, picture, voice, statements, testimonials or quotations for promotional and publicity purposes.
- 12.7 Promotional content, photographs and published recipes may remain publicly available indefinitely.

WA Museum collects your personal information according to responsible, ethical and legal principles. This information may be used to provide services, manage bookings and enquiries, deliver programs and events, and enhance the visitor experience. Your information may be shared within the WA Museum and with trusted third-party providers where necessary to support these activities, or as authorised by law. For further information:
<https://museum.wa.gov.au/collection-notice>.

13. Disqualification

- 13.1 The Promoters may disqualify an entrant at any stage of the Competition.
- 13.2 Disqualification may occur before or after judging, finalist selection or prize allocation.
- 13.3 If a prize has already been awarded and the Prize Winner is subsequently found to be in breach of these Terms and Conditions, the Promoters reserve the right to require (at the Promoters' discretion) return of the Gift Voucher or Substitute Prize, or equivalent value, where permitted by law.

14. Limitation of Liability

- 14.1 To the fullest extent permitted by law, the Promoters exclude all representations, warranties and guarantees not expressly stated in these Terms and Conditions.
- 14.2 Nothing in these Terms and Conditions excludes, restricts or modifies any consumer rights or guarantees that cannot be excluded under applicable legislation.
- 14.3 Entrants participate in the Competition entirely at their own risk.
- 14.4 The Promoters are not responsible for any injury, illness, allergic reaction or adverse outcome resulting from preparation or consumption of recipes submitted to the Competition.
- 14.5 Regardless of anything else in these Terms and Conditions, nothing in these Terms and Conditions excludes, restricts or modifies the application of Consumer Laws or the exercise of any rights or remedies an entrant may have under Consumer Laws where any such exclusion, restriction or modification would contravene Consumer Laws. "**Consumer Laws**" refers to the Australian Consumer Law under Schedule 2 of the *Competition and Consumer Act 2010* (Cth), and any applicable similar consumer protection laws in the states and territories of Australia that mirror the provisions of the Australian Consumer Law.

15. Cancellation, Modification and Force Majeure

- 15.1 The Promoters reserve the right to amend, suspend, terminate or cancel the Competition where circumstances beyond their reasonable control make it necessary to do so.
- 15.2 Such circumstances may include natural disasters, public health events, industrial disputes, technical failures, cyber incidents, legal restrictions or any other event that compromises the integrity or administration of the Competition.
- 15.3 The Promoters will not be liable for any loss suffered as a result of cancellation, suspension or modification of the Competition.

16. Governing Law and Dispute Resolution

- 16.1 These Terms and Conditions are governed by the laws of Western Australia.
- 16.2 Entrants submit to the exclusive jurisdiction of the courts of Western Australia.
- 16.3 Before commencing legal proceedings, the parties agree to make all reasonable efforts to resolve any dispute through good-faith discussions.
- 16.4 Nothing in this clause prevents a party from seeking urgent injunctive or equitable relief from a court of competent jurisdiction.

17. Contact

- 17.1 Questions regarding the Competition may be directed to the Foundation for the WA Museum via the official contact details published in the Competition materials.
- 17.2 The Promoters may publish responses to frequently asked questions where they consider doing so would assist entrants.
- 17.3 Any interpretation of these Terms and Conditions by the Promoters shall be final, subject to applicable law.