
HOSTPLUS HOSPITALITY SCHOLARSHIP

Proudly supported by the Melbourne Food and Wine Festival

TERMS AND CONDITIONS

By entering the “Hostplus Hospitality Scholarship” (**Promotion**) you are agreeing to the following terms and conditions:

INTRODUCTION

1. The promoter of this Promotion is Food and Drink Victoria Ltd (ACN 106 066 406) of Collins Square, Tower 2, Level 27, 727 Collins Street, Melbourne 3008. in the State of Victoria (**Promoter**).
2. Host-Plus Pty Limited ABN 79 008 634 704 of Level 9, 114 Williams St, Melbourne Victoria 3000 in its capacity as trustee of Hostplus Superannuation Fund is the Sponsor of the Promotion (**Sponsor**)
3. Applying for the Promotion is deemed acceptance of these Terms and Conditions.
4. The Promoter may in its absolute discretion refuse to award a Promotion Prize (as defined in clause 27) to any Applicant who fails to comply with these Terms and Conditions.

APPLICATION RESTRICTIONS

5. Application for the Promotion is only open to residents of Australia who are aged between 22 years and 35 years at time of application, and are employed and working in the Hospitality Industry (as defined in clause 62) with a minimum of two years’ experience (**Applicant**).
6. Persons ineligible to enter the Promotion include:
 - a. Employees of the Promoter and Sponsor;
 - b. Immediate family members of employees of the Promoter and Sponsor (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 grand-parent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin);
 - c. Agencies, companies, affiliates or other entities in any way associated with the conduct of the Promotion; and
 - d. Any other person or entity determined by the Promoter in its absolute discretion as being ineligible to enter the Promotion.

SUBMISSION PERIOD

7. The Promotion application period will commence at 9am AEST Monday 14th February 2022 and end at 5.59pm AEDT on Monday 27th June 2022 (**Submission Period**).

APPLICATION DETAILS

8. All applications must be submitted by completing the online application form found at www.melbournefoodandwine.com.au/industry-news/scholarship during the Submission Period.

9. Any applications received outside of the Submission Period will be rejected.
10. To enter the Promotion, an Applicant must:
 - a. Complete the online application form;
 - b. Upload Applicant's current CV (maximum 3 pages);
 - c. Agree to these Terms & Conditions of the Promotion as contained in this document.
11. An Applicant is only permitted to submit one application. If an Applicant submits more than one application, no further applications will be accepted.
12. All applications must be the original independent creation of the Applicant and free of any claims that they infringe any third party rights. Applications must not have been published previously and/or have been used in any other competitions and/or scholarship.
13. The Promoter will not be responsible for costs and expenses incurred by Applicants which are associated with or arising in connection with the Promotion, including but not limited to (if applicable) travel and/or accommodation costs, other than those costs/expenses which expressly comprise part of the Promotion.

SELECTION CRITERIA

14. The Judging Panel will review applications based on the following **Selection Criteria** and in accordance with the Judging Details (as defined in clauses 15 -22) to determine Applicants that:
 - a. demonstrate ambition and a drive to succeed in the Hospitality Industry;
 - b. are highly skilled and knowledgeable in a specific discipline within the Hospitality Industry;
 - c. demonstrate leadership with the potential to shape the future of the Hospitality Industry;
 - d. act in a professional manner and have a willingness to share their skills and knowledge with others; and
 - e. have an understanding and willingness to communicate in the digital space.

JUDGING DETAILS

15. The Promotion is based purely on skill.
16. Each application will be individually judged by a panel comprising representatives of the Promoter (**Judging Panel**).
17. The Judging Panel will rank applications based on technical expertise of the Applicants, creative merit of the application and the Selection Criteria.
18. Decisions of the Judging Panel are final and no correspondence will be entered into.
19. Applicants will be judged according to the following **Judging Process**:

- a. Shortlisting of Applicants – Round One
 - i. An initial round of shortlisted applicants will be selected by the Promoter, by Monday 04th July 2022
 - ii. A maximum number of 20 applicants will be shortlisted by the Promoter.
 - iii. The Promoter will notify the 20 shortlisted applicants only by telephone or email.
 - iv. The 20 shortlisted applicants will then be required to create a a short video/ piece to camera on content agreed by 5pm Monday 11th July 2022

- b. Shortlisting of Applicants – Round Two
 - i. Post the video review and online application form, a maximum of 6 applications will be shortlisted by the Promoter (final shortlisted candidates)
 - ii. The Judging Panel will then interview the maximum 6 applicants shortlisted by the Promoter.
 - iii. Only Applicants successfully shortlisted for a First Round Interview will be notified, via the email address or telephone number supplied on the application form.

- c. First Round Interviews of successful shortlisting round two applicants
 - i. First round interviews will be conducted via a digital platform starting week commencing Monday 18th July 2022
 - ii. Following the first round interviews, the Judging Panel will select up to 3 Applicants for second round interviews by Close of business Friday 22nd July 2022.

- d. Second Round Interviews
 - i. Second round interview Applicants will each be required to host up to 2 members of the Judging Panel in their work environment (**Workplace Visit**).
 - ii. Workplace Visits will commence from week commencing Monday 01st August 2022. Dates of these visits will be discussed with shortlisted applicants (discussed during part B of interview process).
 - iii. The requirements of each Workplace Visit will vary in accordance with the Applicant's position in the Hospitality Industry.
 - iv. The Judging Panel will rank Applicants according to the Selection Criteria, and record rankings on **Scorecards**.
 - v. The Applicants shall obtain their employer's consent to the Workplace Visit to remain eligible.

- e. Winners and finalists
 - i. The final judging of applications will take into consideration the online application, first round interview and Workplace Visit and take place week commencing Monday 08th August 2022
 - ii. Applicants who have been selected as finalists will be awarded a Promotion Prize, and will be notified by telephone that they have been awarded a Promotion Prize,

for the sole purpose of facilitating their attendance at Melbourne for the 2022 Scholarship Announcement. For the avoidance of doubt, no Applicant will be notified of whether they are the Successful Applicant, only that they will receive a Promotion Prize, enabling the Promoter to provide either the component described in clause 23(23.g) or 25(25) as the case may be.

- iii. The Successful Applicant will be presented with the Scholarship Prize at [location TBC, Melbourne metro) on Monday 22nd August, or other agreed date (final date TBC).
20. Promotion Prizes will be awarded at the sole discretion of the Judging Panel and the Promoter, to the following Applicants:
- a. The **Successful Applicant** being the best valid application, as determined by the Judging Panel; and
 - b. **Finalist**, being A Finalist other than the Successful Applicant. Two finalists will be awarded in 2021 and may also be referred to as Runners-up in promotion of scholarship.
21. The Applicant acknowledges that the Judging Process is an anticipated schedule.
22. The Promoter may at its absolute discretion vary the Judging Process.

SCHOLARSHIP PRIZE DETAILS

23. The Successful Applicant will receive in 2022:
- a. **Economy return airfares** to the maximum value of \$1,500 AUD to a location within Australia or New Zealand (pending travel restrictions) to be determined by the Promoter;
 - b. **A “money can’t buy” work experience** of up to 5 days at an acclaimed food and wine business within Australia or New Zealand (pending travel restrictions) . Exact location will be determined by the Promoter following acceptance of the Scholarship Prize by the Successful Applicant. The experience will be catered to the Successful Applicant’s area of expertise within the Hospitality industry;
 - c. Accommodation during the stay (up to 7 nights) to the maximum value of \$1,750 AUD;
 - d. \$1,000.00 AUD spending money;
 - e. Up to \$5,000 contribution towards a professional development or training course at an agreed and approved education provider, or professional tools, kitchen equipment or similar assets to progress professional development;
 - f. **A “money can’t buy” mentorship experience.** The experience will be catered to the Successful Applicant’s area of expertise within the food and beverage industry; and
 - g. A trip to Melbourne for the 2022 Scholarship Announcement including:
 - i. An invitation to attend the Scholarship Announcement event;
 - ii. Return economy flights from the Australian capital city nearest to the Applicant’s place of work; and
 - iii. One (1) night of accommodation in Melbourne.

24. The Successful Applicant will receive in 2023 a trip to Melbourne to attend the 2023 Melbourne Food and Wine Festival, including:
- a. Tickets to MFWF events to the maximum value of \$500.00 AUD;
 - b. Return economy flights from the Australian capital city nearest to the Applicant's place of work; and
 - c. One (1) night of accommodation in Melbourne.
- (Scholarship Prize).**

FINALIST PRIZE DETAILS

25. Each Finalist will receive in 2022 a trip to Melbourne for the 2022 Scholarship Announcement including:
- a. An invitation to attend the Scholarship Announcement event;
 - b. Return economy flights from the Australian capital city nearest to the Applicant's place of work; and
 - c. One (1) night of accommodation in Melbourne.
26. Each Finalist will receive in 2023 a trip to Melbourne to attend the 2023 Melbourne Food and Wine Festival, including:
- a. Tickets to MFWF events to the maximum value of \$500.00 AUD;
 - b. Return economy flights from the Australian capital city nearest to the Applicant's place of work; and
 - c. One (1) night of accommodation in Melbourne.
- (Finalist Prize).**

PRIZE ACCEPTANCE

27. The Scholarship Prize and Finalist Prizes are singularly and collectively referred to as **Promotion Prizes**.
28. Each Applicant acknowledges that if they receive any Promotion Prize, they are participating in a Promotion Prize at their own risk.
29. The Successful Applicant must have prior approval from their employer to take up to three weeks leave to complete the "money can't buy" work experience component of the prize package, no later than 30 April 2023, or another date to be agreed, subject to Point 34, below.
30. Any Applicant that is awarded a Promotion Prize will be required to enter into an agreement with the Promoter prior to receiving a Promotion Prize. In this regard, the Applicant agrees to act in good faith in the negotiation and acceptance of the terms of that agreement. If an Applicant who is awarded a Promotion Prize and the Promoter cannot agree to terms within 7 days of the Applicant being notified of his/her selection for a Promotion Prize then the Promotion Prize will be forfeited in accordance with clause 31.
31. If a Promotion Prize is forfeited due to ineligibility or otherwise, the Promotion Prize will be awarded to the next best valid application as determined by, and at the sole and absolute

discretion of the Judging Panel and the Promoter. The awarding of a Promotion Prize pursuant to this clause 31 will be notified to the relevant Applicants as soon as practicable.

32. Applicants own spending money in addition to a Promotion Prize may be needed to cover additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included in the Promotion Prize. The Successful Applicant is responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.

PROMOTION PRIZE RESTRICTIONS

33. Promotion Prizes are not transferable, exchangeable or redeemable for cash.
34. Where travel restrictions or official government health and safety advice impacts the Promoter's ability to fulfil any element of the Promotional Prize, for either the Scholarship Prize or the Finalist Prize, then the Promoter will either defer delivery of the Promotional Prize, or facilitate an alternative prize package or experience to an equivalent value, at the Promoter's discretion.
35. Once the date and location and details of a Promotion Prize have been determined, no change can be made. If an Applicant is not able to redeem the Promotion Prize on the specified dates, the Promoter may award another Applicant in its sole and absolute discretion.
36. If there is a dispute as to the identity of an Applicant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the Applicant.
37. Applicants awarded Promotion Prizes must declare to the Promoter any health-related issues that may affect his or her ability to participate in a Promotion Prize.
38. Applicants awarded Promotion Prizes must comply with the Promotion Prize Applicant Requirements which can be found at <http://www.melbournefoodandwine.com.au/scholarship>. If the Applicant is unable to, refuses or fails to take part in any element of the Promotion Prize Applicant Requirements that Applicant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Promotion Prize.
39. The Promoter reserves the right to award or not award any Promotion Prize at its sole and absolute discretion.

RIGHTS IN YOUR APPLICATION

40. All applications become and remain the sole property of the Promoter.
41. The Applicant assigns all right, title and interest in the application, including all intellectual property rights, to the Promoter as from the date the Applicant enters the Promotion. The Applicant agrees that he/she will execute all such documents and do all such things as may be necessary to enable any such rights, title and interest in the application to be assigned to the Promoter.
42. The Applicant consents to any acts or omissions (both past and future) on the part of the Promoter which would otherwise infringe the Applicant's moral rights (as defined in the *Copyright Amendment (Moral Rights) Act 2000 (Cth)* in any works made or to be made by the Applicant in respect of the Promotion.
43. Each Applicant agrees that the Promoter and Sponsor may make copies of or publish their application in any media whatsoever without compensation and undertake that his/her application is not, and its use by the Promoter or Sponsor will not be, in breach of any other person's

intellectual property rights. An Applicant will not be entitled to receive any fees or royalties with respect to the Promoter's or Sponsor's use of the Applicant's recordings or any edits thereof.

PERSONAL INFORMATION AND PUBLIC APPEARANCES

44. The Promoter and Sponsor may use an Applicant's name and image for promotional, marketing and publicity purposes.
45. The Successful Applicant agrees to make themselves available at such times and in such locations as the Promoter (and where agreed with the Promoter, the Sponsor) may reasonably require in respect of the Promotion including without limitation for the purposes of publicity, press calls, photographs, preparing written and visual content, and/or other contributions whether such activity is conducted by the Promoter or a partner of it. The Promoter will pay the Successful Applicant's reasonable travel expenses in relation to this, provided that these expenses are pre-approved by the Promoter.
46. Each Applicant warrants that they have not entered and/or will not enter into any commercial, sponsorship or other agreement or arrangement with any person, firm or company in respect of their application and that is in conflict with this program for the 12 month period of the Promotion from 18th April 2022 to 18th April 2023.
47. All information Applicants provide (**Personal Information**) will be used by the Promoters and Sponsor for the purpose of conducting the Promotion and may be entered into a database held by the Promoter or any other third party nominated by the Promoter, to be used for current and future Promotion and marketing purposes without further reference or compensation to them.
48. The Promoter may disclose the Applicant's Personal Information to the Sponsor, the Promoter's contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
49. Applicants may request access to, update or correct their Personal Information held by the Promoter and may request that they not receive further Promotion or marketing communications from the Promoter by contacting the Promoter at the address in clause 1. Should an Applicant's contact details change during the Promotion Period, it is the Applicant's responsibility to notify the Promoter. All Personal Information will be securely stored by the Promoter.
50. All details that may be given to the Promoter and Sponsor throughout the running of the Promotion will be used and preserved in accordance with the Australian Privacy Principles contained in Schedule 1 of the *Privacy Act 1988* (Cth) as amended (**Privacy Act**).

INDEMNITY

51. Neither the Promoter or Sponsor, its employees, agents, directors and contractors, shall not be liable for any delay, death, injury, damages, expenses or loss (whether direct or consequential) whatsoever incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from an Applicant taking part in any aspect of a Promotion Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent permitted by law).
52. Each Applicant agrees to indemnify the Promoter and where relevant Sponsor in respect of all actions, proceedings, claims, damages and other liabilities which may be brought against the Promoter or Sponsor with respect to any breach of their warranties, representations, obligations or undertakings as contained in these Terms and Conditions.
53. Applicants acknowledge that there may be inherent risks in some aspects of a Promotion Prize and that participation in the Promotion and/or accepting a Promotion Prize may involve participating in

dangerous activities. By entering this Promotion and/or accepting a Promotion Prize, Applicants accept that risk.

54. To the maximum extent permitted by law, each Applicant agrees that in the event of any breach of these Terms and Conditions by the Promoter and/or the Applicant shall not be entitled to enjoin and/or injunct the Promoter or Sponsor and any legal remedy any Applicant may have will lie in an action at law against the Promoter only for damages limited to any application fee paid, and if no fee has been paid, then limited to \$100.00.

GENERAL

55. Any application received after the expiry of the Submission Period will be deemed invalid. The Promoter accepts no responsibility for any applications not received for any reason during the Submission Period. No responsibility will be taken for lost, late, delayed or misdirected applications. Applications are deemed to be received at the time of receipt into the Promoters' database and not at the time of transmission by the Applicant. Incomplete, indecipherable or ineligible applications will be deemed invalid.
56. The Promoter is not responsible for technical difficulties with the application mechanism. If, for any reason, the Scholarship is not capable of being run as planned, including due to infection by computer virus, network failure or any other causes beyond the control of the Promoter, which corrupts or affects the administration or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion as it sees fit without any liability to an Applicant.
57. Any Applicant who is deemed to have tampered or interfered with the application mechanism in any way, engaged in any unlawful conduct which jeopardises or is likely to jeopardise the fair and proper conduct of the Promotion, or who does not properly comply with the application process, will be ineligible to win.
58. The Promoter reserves the right to disqualify an Applicant if an Applicant:
 - a. supplies untruthful, inaccurate or misleading personal details and/or information, have failed to abide by any rules and/or is in breach of these Terms and Conditions;
 - b. submits an application which, in the opinion of the Promoter, includes objectionable content including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language or if your application otherwise brings the Promoter into disrepute;
 - c. is deemed in the opinion of the Promoter to be acting outside the spirit of the Promotion; or
59. Each Applicant acknowledges that any decision made by the Promoter is final and the Promoter reserves the right to remove the Applicant from the Promotion at its sole and absolute discretion.
60. Neither the Promoter nor Sponsor accepts any responsibility for any tax implications that may arise from the Promotion. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, Applicants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

61. Each Applicant must ensure that any other person whose details have been provided by the Applicant to the Promoter for the purposes of the Applicant's participation in this Promotion has given their express or implied consent for their details to be provided to the Promoter and any of its related bodies corporate, and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.
62. These terms and conditions are governed by the laws of Victoria, Australia. The Applicant unconditionally submit to the jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from these courts.
63. The Promoter reserves the right to request Applicants to provide proof of identity and proof of address prior to awarding any Promotion Prize. Identification suitable for verification will be at the discretion of the Promoter.
64. The Promoter may at its sole discretion choose to amend these Terms and Conditions from time to time.

DEFINITIONS

65. **'Hospitality Industry'** extends right across the food and beverage industry and includes but is not limited to chefs, sommeliers, front of house and bar staff, baristas, producers, winemakers and restaurateurs.

Hostplus Hospitality Scholarship
Inspiring our next generation

ACCEPTANCE OF TERMS AND CONDITIONS

Please read the above **Terms and Conditions**. By signing below you certify that you have read, understand and agree to abide by all such **Terms and Conditions** and that your application will be subject to them.

Name: _____

Date: _____