

# New Zealand Food Awards

## 2023 TERMS AND CONDITIONS

The New Zealand Food Awards (the Awards) are intended as a celebration of innovation, sustainability and excellence in the New Zealand food and beverage industry. The Awards will be conducted in an impartial manner by judges selected by the New Zealand Food Awards Governance Board.

The following terms and conditions apply to the 2023 New Zealand Food Awards. By submitting an entry, nomination or vote or, if applicable, accepting a nomination, you are agreeing to these terms and conditions.

### Product Eligibility

#### *Definitions*

**Product:** A unique food item that is entered into the New Zealand Food Awards.

**Variant:** A version of a Product that exhibits only slight differences – e.g. product size or flavour.

**New Zealand Food Awards Team:** The Massey University National Events and Sponsorship Team.

1. Products must be manufactured in New Zealand.
2. Unless agreed otherwise in writing prior to 1 May 2023 by the New Zealand Food Awards Team, Products or Variants cannot have been previously entered into any New Zealand Food Awards competition.
3. Products must be commercially available in the New Zealand marketplace (e.g. retail outlet, online, farmers market etc., at the time of judging). If there are any doubts, the New Zealand Food Awards Team reserves the right to require evidence and/or refuse entry into the competition.
4. The Product, its packaging and associated advertising (including official website, Facebook, Twitter, YouTube, Instagram etc.) must meet the requirements of all relevant New Zealand legislation (including the Australia New Zealand Food Standards Code ; Food Act 2014 ; Wine Act 2003; Animal Products Act 1999 ; Agricultural Compounds and Veterinary Medicines Act 1997 and Fair Trading Act 1986).
5. All Products and Variants entered must be food products, i.e. a product that is used or capable of being used for human consumption (whether raw, prepared or partly prepared).
6. Products must be new or relatively new to the market with the date of the first unit sale in New Zealand being within the last three years from the date of entry into the competition.

### Entry

7. Entry forms must be accurate and complete, failure to complete the form correctly may disqualify the entrant.



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8. Entry forms and payment must be submitted online between 9.00am 1 May 2023 and 11.59pm 31 May 2023. Early or late entries will not be accepted.
9. All completed entries will become the property of Massey University.
10. You may enter multiple Variants of the same Product, however each Variant requires a separate entry.
11. Entries will be accepted through the New Zealand Food Award's entry portal accessed via [www.foodawards.co.nz](http://www.foodawards.co.nz)

### **Fee and payment terms**

12. You may enter each Product or Variant in up to three categories for an entry fee of \$150.00 (exclusive of GST). Submission of a Product or Variation in any additional categories will incur a fee of \$50.00 category (exclusive of GST).
13. Payment must be made via credit card through the secure online portal at [www.foodawards.co.nz](http://www.foodawards.co.nz) – please contact [nzfoodawards@massey.ac.nz](mailto:nzfoodawards@massey.ac.nz) if there are any issues.
14. If payment is not received by 11.59pm on Wednesday 31 May, without any prior communication to the New Zealand Food Awards Team, that entry will not be valid.

### **Product samples**

15. All valid entrants into the competition will receive an email from the New Zealand Food Awards Team with clear instructions on the requirements and process to be followed to get the Products or Businesses judged. Entrants must present the Product or Variant for judging according to the instructions set out in the email, or as agreed in writing with the New Zealand Food Awards Team, otherwise the entry may be removed from the competition.
16. It is the responsibility of the entrants to ensure the prompt delivery of all Products and Variants for judging and to ensure the integrity of the Products and Variants.
17. Products and Variants must not be submitted for judging until entrant information, including labelling instructions, have been received by email.
18. Massey University will not accept responsibility for Products and Variants which are not delivered correctly.
19. Products or Variants received after stated timeframes may not be judged – see refunds clause.
20. Finalists and winners may be asked to provide further samples for use in publicity purposes.

### **Category Rules**

21. In case of a dispute, the Head Judge will have the final decision on which category a Product or Variant falls under. The New Zealand Food Awards Team will seek to communicate with entrants and resolve uncertainty prior to deferring to the Head Judge.
22. Specific category criteria will be published on the New Zealand Food Awards website.

### **Selection of Finalists and Category Winners**

23. The Judges will select the group of finalists, for each of the ten categories determined, out of the entrants and nominees by 11.59 PM 16 August 2023 (the Selected Finalists).
24. All of the Selected Finalists will undergo a regulation compliance check by the Ministry for Primary Industries (MPI). The New Zealand Food Awards Team reserves the right to remove a finalist from



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the list of Selected Finalists at their sole discretion if the finalist does not meet MPI's requirements for any reason. All Selected Finalists must comply with:

- a) Current council or MPI registration of the business(es) responsible for either producing or making the product (Refer to [MPI's public register](#), [Animal products risk management programmes \(RMPs\) - including Dairy or Wine standards management plans](#) to find the registration number),
  - b) acceptable recent verification history,
  - c) no current/on-going food safety and suitability non-compliance issues,
  - d) meeting the relevant labelling and health claims requirements (please refer to the requirements for [Labelling, PEAL, Health, nutrition content claims](#) for more information),
  - e) animal welfare (if relevant).
25. Out of the Selected Finalists who meet the requirements in Clause 24 above, the Judges will appoint one winner for each of the ten categories.
26. Out of the Appointed Winners, the Judges will appoint one supreme winner (the Supreme Winner).
27. The decision of the Judges in relation to the Selected Finalists, Appointed Winners, and the Supreme Winner will be final and no correspondence will be entered into.
28. Massey University and the New Zealand Food Award's Partner [network](#) may use the information of the Selected Finalists, Appointed Winners, and Supreme Winner for advertising, promotional and marketing purposes.

### **People's Choice Award**

29. The Selected Finalists will be listed on [www.foodawards.co.nz/vote](http://www.foodawards.co.nz/vote) where members of the New Zealand public can submit one vote for the Selected Finalist of their choice (the People's Choice Award) between 9.00AM 18 August and 11.59PM 31 August (the Voting Period).
30. Voters will register to vote in the People's Choice Award by entering their name and email address on the form provided ("Voter Registration Details").
31. Voter Registration Details will be processed in accordance with the Privacy Act [2020](#), the Public Records Act 2005 and other laws and regulations. They will be stored securely within Massey University databases or those of its service providers and will only be used to administer the voting process for the People's Choice Award unless the voter has requested to also be added to the NZ Food Awards Newsletters mailing list. Voter Registration Details will only be accessed by the New Zealand Food Awards Team and will not be disclosed to any third party unless otherwise required by law.
32. Voter Registration Details not otherwise retained by consent for the NZ Food Awards Newsletters mailing list purposes, will be deleted once the minimum retention period under the Public Records Act 2005 has expired.
33. Only one vote per Voter Registration Details will be eligible to be counted.
34. Votes received outside of the Voting Period will not be counted.
35. The New Zealand Food Awards Team will not be allowed to vote for any of the Selected Finalists.
36. If there are any doubts as to the eligibility of a vote or fraudulent behaviour is suspected, the New Zealand Food Awards Team reserve the right to discount the vote at their sole discretion.
37. By submitting a vote, voters are deemed to have accepted these terms and conditions and agree



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to be bound by them. Should the voter not accept the terms and conditions the voter should contact, [nzfoodawards@massey.ac.nz](mailto:nzfoodawards@massey.ac.nz) and their vote will be withdrawn from the competition as soon as practically possible.

38. The Selected Finalist who has received the highest number of votes through the People's Choice Award, will be named as the winner of the twelfth category (People's Choice Winner).
39. The appointment of the People's Choice Winner will be final, and no correspondence will be entered into.
40. The People's Choice Winner will not be considered in the judging of the Supreme Winner, unless the People's Choice Winner is also one of the Appointed Winners.
41. Massey University and the New Zealand Food Award's Partner Network may use the information of the People's Choice Winner for advertising, promotional and marketing purposes.

#### **Use of New Zealand Food Awards Quality Mark**

42. The New Zealand Food Awards quality mark is available only to Selected Finalists and Appointed Winners and will be provided in digital format by the New Zealand Food Awards Team.
43. Costs to reproduce the quality marks will be at the expense of the holder (not the New Zealand Food Awards).
44. Selected Finalists and Appointed Winners agree to adhere to the quality mark terms and conditions of use which will be provided with the quality mark.

#### **Refunds**

45. Entry fees are non-refundable however if you feel that you need to speak with one of the New Zealand Food Awards Team regarding this please contact [nzfoodawards@massey.ac.nz](mailto:nzfoodawards@massey.ac.nz)
46. If entrants are disqualified from the competition, the New Zealand Food Awards Team may hold their fee until the following year upon written appeal to [nzfoodawards@massey.ac.nz](mailto:nzfoodawards@massey.ac.nz) while the entrant has time to amend issues that may have caused disqualification. This is at the discretion of the New Zealand Food Awards Team and will be determined on a case-by-case basis.

#### **Changes to the Terms and Awards Process**

47. You acknowledge that circumstances may arise which necessitate changes to either or both of these Terms and Conditions and the New Zealand Foods Awards process.
48. Massey University reserves the right to amend these Terms and Conditions and the processes relating to the New Zealand Food Awards, including a postponement or cancellation of the awards, as Massey University considers reasonable (including the health or safety of any person or as a result of government orders or directions), without notice to you although Massey University will make all reasonable efforts to post any such changes to its website.

#### **General**

49. Judges reserve the right to purchase other supplies of a Products or Variant if they believe the Product or Variant supplied is not representative of Products or Variants sold to the New Zealand market.
50. The decision of judges in relation to any aspect of the competition is final and no correspondence will be entered into.
51. Massey University and all New Zealand Food Awards sponsors may use the Product and/or Variant information supplied by you for advertising, promotional and marketing purposes.
52. In entering this competition entrants confirm there is no actual or perceived conflict of interest



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relating to the entry. If an actual or perceived conflict of interest exists, entrants must disclose it to the New Zealand Food Awards Team.

53. By entering this competition, you agree that if you are a Selected Finalist or Appointed Winner, you consent that your name, likeness, image or video can be used by Massey University and/or the New Zealand Food Awards Team for publicity or marketing purposes.
54. Massey University will collect, store, use and disclose the information entrants, nominators and nominees provide for the purpose of administering this competition in accordance with the provisions of these terms and conditions, the Privacy Act 2020, the Public Records Act 2005 and other laws and regulations.
55. Further information on how Massey University processes personal information, including details of how entrants, voters, nominators or nominees can request access to, or correction of, their personal information are contained in the Massey University Privacy Statement (<https://www.massey.ac.nz/massey/privacy.cfm>) or by contacting [privacy.officer@massey.ac.nz](mailto:privacy.officer@massey.ac.nz).