



Terms & Conditions

ENTITIES AND OWNERSHIP

The foodintol® Gluten Free Awards are wholly owned by the Food Intolerance Institute of Australia Pty Ltd ABN 37 644931 517 801 Glenferrie Rd Hawthorn VIC 3122 (the Owner).

Manufacturers of appropriate foods may register products for listing in the **foodintol® Ranking WhatNot2Eat** app (the App) - and for consideration in the Awards. Upon the Owner's acceptance of registration and payment of fees such a manufacturer will be known as the Client.

CLIENT ENTITLEMENTS AND RESPONSIBILITIES

CLIENT ENTITLEMENTS

For Awarded products the Client enjoys the following entitlements:

1. **USE OF AWARDS:** The Client may employ conferred Awards - for the specified products only – on packaging and in marketing for a period of three years from registration (*conditions apply)
2. **ENTRY INTO FURTHER AWARDS:** The Client will have Awarded products entered into the following year's Awards (*conditions apply)
3. **THIRD PARTY ENDORSEMENT:** The Client enjoys the prestige of endorsement by the independent *Food Intolerance Institute of Australia*
4. **PRODUCT RECOMMENDATION:** Awarded products are systematically recommended to the Owner's subscribers and followers – and may be featured in the Owner's marketing
5. **WITHDRAWAL OF PRODUCTS:** The Client may withdraw a product from the App's listing any time. Refunds are not payable.

*Conditions:

- i. There are no changes to the product's recipe, packaging or processing
- ii. Product's listing must remain current via payment of annual fee

CLIENT RESPONSIBILITIES

The Client agrees that:

- i. **REGISTRATION IS REQUIRED:** Full payment of registration and listing fees are required before a Client may begin to enjoy any entitlements as set out above
- ii. **PRODUCT SPECIFIC:** An Award applies only to the awarded product – which must always be accompanied and identified by the product's image.
- iii. **CONFERRING OF AWARDS:** Awards are conferred based solely on a product's declared ingredients as calculated by the Institute's **foodintol® Ranking** algorithm
- iv. **NO CHANGES:** That any change in an Awarded food's recipe, packaging or processing renders the Award null and void. In these cases – Award facsimiles must be deleted from packaging, merchandising and marketing - or risk being in breach of this agreement.
- v. **NO TRANSFER:** That Awards are NOT TRANSFERABLE to any other product – no matter how similar.
- vi. **RE-REGISTRATION:** That improved, changed, repackaged or otherwise altered Awarded products require separate registration and listing.
- vii. **PRODUCT IMAGE PERMISSIONS:** The Client gives permission for use of images as follows:
 - a. Any Awarded product image released to the Owner may be utilised in the Owner's marketing
 - b. Any Awarded product image may also carry the Owner's Award as an overlaid graphic

- viii. **THREE YEAR WINDOW:** An Award is applicable to a product for a maximum of three (3) years only – provided* conditions above are met. After three years product reassessment is required.
- ix. **CONTINUOUS LISTING AND LAPSED LISTINGS:** That entitlements can only be in effect whilst listing remains current and continuous. Entitlements lapse if listing is not renewed before expiry. In these cases - Award graphics must be deleted from packaging and marketing and not used.

OWNER'S ENTITLEMENTS AND RESPONSIBILITIES

OWNER'S ENTITLEMENTS

The Owner has the following entitlements:

- 1) **RIGHT TO CHARGE FEES:** Ownership of the Awards entitles the Owner to charge fees for Registration and listing of products
- 2) **RIGHT TO USE PRODUCT IMAGES IN MARKETING:** Awarded product images may be used in the Owner's marketing and in social media any time
- 3) **RIGHT TO DECLINE:** The Owner may decline an application for Registration and Listing for any reason whatsoever
- 4) **RIGHT TO WITHDRAW A PRODUCT:** The Owner may decide at any time to withdraw a product which has been revealed as different in some way from declared ingredients and processing, which is deemed unsuitable - or for which annual listing fees are unpaid.

OWNER'S RESPONSIBILITIES

The Owner agrees:

- A. **PRESERVATION OF INDEPENDENCE:** To consider only a product's declared ingredients and processing for assessment (just as consumers must). Only these data will be fed into the proprietary algorithm. No other criteria will be taken into account – and no negotiation will be entered into.
- B. **PRODUCT RECOMMENDATIONS AND PROMOTION:** To display Awarded products to the Owner's Subscribers and followers in social media, website, internet and other marketing
- C. **RELEASE OF AWARDS GRAPHICS & CERTIFICATES:** Upon full payment of registration and listing fees the Owner will release the appropriate Award graphic(s) and Award Certificate(s) to the Client.
- D. **NOTIFICATION OF EXPIRY:** To notify and invoice the Client at least 30 days prior to expiry of product listing to facilitate continuity of Client entitlements.

Last updated 20 November 2017