

Terms and Conditions for participation in the Jamie's Ministry of Food Australia Cooking Course

Definitions of words and phrases used in these Terms and Conditions are set out at the end of this document.

1. General

These Terms and Conditions govern participation in the Classes. Participants' rights under these Terms and Conditions are in addition to and do not in any way limit their rights under Australian Privacy Law, which may not be lawfully excluded. All other terms, conditions, guarantees and liabilities which are not expressly included in these Terms and Conditions are excluded.

2. Bookings and Payments

2.1 Bookings are non-transferrable.

2.2 All payments are non-refundable

2.3 TGF's Fee Structure is defined by three categories Full Fee, Student and Concession.

TGF defines you as Concession if you hold one of the following:

- Health Care Card
- Health Benefit Card
- Seniors Card
- Centrelink or Veterans Affairs Pensioner Cards
- Companion Card
- Asylum Seeker Concession Card
- Centrelink Digital Wallet

Or if you are:

- Aged 16 or under
- Aged 70 or over
- Classified as a War Widow by Veterans Affairs
- A refugee

TGF defines you as Student if you do not meet the above criteria but hold one of the following:

- Student Transport Concession Card
- International Student Identity Card
- Student ID Card

TGF defines you as Full Fee if you do not meet any of the above criteria.

3. Participation

3.1 Participants must arrive no later than 10 minutes prior to the scheduled start time of the Class. TGF cannot accommodate arrivals after the scheduled start time.

3.2 Participants must follow the Food Handling and Hygiene Procedures and all reasonable instructions issued by TGF personnel from time to time. TGF recommends that each participant wears practical clothing.

3.3 Each participant is required to attend the first class. Non-attendance at the first class will cause that participant to be withdrawn from the course.

3.4 Participants must wear appropriate footwear and clothing as directed by the trainers. Required attire includes but is not limited to; wearing comfortable closed toe shoes and clothing when attending the class, hair shoulder length or longer must be tied back.

- 3.5 Each participant agrees and acknowledges that they are at least 12 years of age. Participants aged 12 to 15 (inclusive) must be under the direct supervision of a parent/guardian or carer at all times during the Classes. A maximum ratio for participants is 1 (parent/guardian) to 3 (children). Any parent/guardian or carer supervising a child aged 12 to 15 must agree, on behalf of the participant, to the application of these Terms and Conditions. If a parent/guardian or carer wishes to participate in the classes while supervising a participant aged 12 to 15, then a separate booking and payment is required for that parent/guardian or carer.
- 3.6 Participants who require a carer due to special needs must ensure a separate booking and payment is arranged for the carer. The same carer must attend all classes in the course for health and safety purposes. It is preferable for a person with special needs to arrive 15 minutes before the first class to ensure the Jamie's Ministry of Food trainers have adequate time to discuss any issues that may arise for the participant during the course. If after the completion of the first class the participant with special needs is deemed to require the full time assistance of the carer (assessed by Food Trainer), the carer will no longer be able to participate in the class and must expressly be there to assist. A ratio for participants with special needs who require a carer is 1 (carer) to 1 (participant).
- 3.7 Any participant who has been or suspects they may be ill, or becomes ill, in the 48 hours prior to any booked class with any communicable diseases (e.g. colds and flu; diarrhoea, vomiting) and other infections must not attend the relevant class. This is necessary to protect all participants as these sorts of illnesses can be spread through food.
- 3.8 A participant may be refused admission or required to leave a class if any member of TGF personnel suspects that the participant is under the influence of alcohol or any other substance, is ill with a communicable disease or is engaging in inappropriate behaviour (as determined by TGF personnel).
- 3.9 Participants must follow all instructions issued by TGF and TGF personnel for the preparation of the meals and the transportation, storage, re-heating and consumption of the meals. Participants are solely responsible for the transportation, proper storage and re-heating of all meals.
- 3.10 Each participant is responsible for advising the Ministry of Food or Council at the time of booking of any food allergies that the participant may have. Classes involve cooking with a variety of ingredients including potentially allergenic foods (including but without limitation nuts and eggs). Any participant with a food allergy must consult with TGF personnel both before and during any class prior to handling or consuming any foods.
- 3.11 Certificates of completion will only be issued to participants who complete the course.
- 3.12 To participate in the round 2 course, participants must first complete the initial JMOF course in Australia. Participants that are found to have not completed the initial course and enrol into the second course may be refused admission to the course by TGF personnel and in this instance will not be issued with a refund.

4. Privacy

- 4.1 TGF collects personal information about participants, this information being necessary for TGF to run and promote the course.
- 4.2 Participants consent to TGF and its Associated Entities:
- 4.2.1 Collecting and sharing between them certain personal information, including but not limited to the Participant's:
- (a) Name;
 - (b) Address;
 - (c) Email address;
 - (d) Phone number;
 - (e) Age; and
 - (f) Weight
- For the purposes of TGF scheduling and running the classes, conducting research, marketing and promotional activities in relation to JMOFA;
- 4.2.2 Participants consent to TGF and its Associated Entities taking and sharing between them photographs, film, tape and other images or likenesses of the participant, or any sound recording and using them for marketing and promotional purposes. Participants may advise TGF at the time of this information being

collected that they do not wish for photographs, film, tape and other images or likenesses of them being taken by TGF; and

4.2.3 Participants consent to TGF and its Associated Entities making, creating, storing, recording, transmitting, reproducing or using recordings or photographic images of any participant during classes. Unless they otherwise reach an agreement with TGF, each participant grants TGF and Associated Entities permission to use the participant's name, any recordings and/or photographic images, or other images or likenesses of the participant, in any media (including publication within and outside Australia) and for any purpose without identification or compensation or payment of any kind.

4.2.4 Participants consent to receiving future promotional and marketing material from TGF and/or the Associated Entities, including via electronic messages (e.g. email, SMS, via social media sites etc), and to TGF and/or its Associated Entities telephoning the participant for an indefinite period. If you do not wish to receive promotional and marketing material from TGF and/or its Associated Entities please email us at info@thegoodfoundation.com.au.

4.3 TGF is constantly seeking to improve its programs. It may use a third party to undertake evaluation of the programs, including the program the participants are involved in. The third party evaluator may contact you to determine if you would like to be involved in such an evaluation.

If you do not want TGF to forward any personal information to such third party evaluators please email us at info@thegoodfoundation.com.au.

4.4 Participants have certain rights to access their personal information held by TGF and can request access by contacting TGF at 169 Park Street, South Melbourne VIC 3205 or by email at info@thegoodfoundation.com.au.

4.5 Participants must not use, publish or distribute the name, logo or recipes received during the course, or any variation of them, in any way, including publicity, advertising, marketing collateral, or news release without the prior written approval of JMOFA.

5. Liability for loss

5.1 Participants are responsible for their own property. TGF and its Associated Entities will not be liable for loss of or damage to any property brought to the classes by any participant.

5.2 The classes involve working with sharp knives and other utensils, handling hot objects, operating stoves, ovens and other appliances and other activities generally associated with food preparation and cooking. Participants are warned that there is a possibility of an accident causing injury, death or property damage or loss from participation in the classes and the preparation, storage, transportation, re-heating and consumption of the meals.

5.3 The total liability of TGF and its Associated Entities to any participant for damages, regardless of the cause of action, whether contract, tort or breach of statute or any legal or equitable obligation, is limited to the total price charged for any classes booked, except where such liability arises solely as a direct result of the negligence of TGF.

5.4 Without limiting any other release or limitation of liability contained in these Terms and Conditions, but to the extent permitted by law, in no event will TGF or its Associated Entities be liable for any lost profits, loss of earnings or any consequential, exemplary, incidental, indirect or special damages arising from, or in any way related to the participants' attendance at the classes and/or the preparation, storage, transportation, re-heating and consumption (including, without limitation, any allergic reaction as a result of preparation or consumption) of the meals.

6. Release and discharge of TGF

To the extent permitted by law, participants exclude, release and forever discharge the Associated Entities from all liability for any and all claims, loss, damage, costs or expenses arising from all property loss or damage, personal injury or death arising from or connected with a participant's participation in the classes and/or the preparation, storage, transportation, re-heating and consumption (including, without limitation, any allergic reaction as a result of preparation or consumption) of the meals, except where such property loss or damage, personal injury or death arises solely as a direct result of the negligence of TGF.

7. Indemnity

7.1 Participants indemnify TGF and its Associated Entities against all claims, loss, damage, costs or expenses arising from personal injury or death sustained by a participant or anyone affiliated or connected with a participant, in connection with or resulting directly or indirectly from any participant's preparation, storage, transportation, re-heating

and consumption (including, without limitation, any allergic reaction as a result of preparation or consumption) of the Meals, except where such personal injury or death arise solely as a direct result of the negligence of TGF.

- 7.2 If legislation implies in these Terms and Conditions any condition or warranty which cannot be excluded or avoided, then the condition or warranty will be deemed included in these Terms and Conditions. However, to the extent permitted by law, TGF and its Associated Entities' liability for any breach of such condition or warranty will be limited, at TGF's option, to one or more of the following:
- 7.3 The supplying of the classes again; or
- 7.4 The payment of the cost of having the classes supplied again.

8. Governing Law

- 8.1 These Terms and Conditions are governed by the laws of the State of Victoria.
- 8.2 Participants acknowledge and agree that any part or parts of these Terms and Conditions which contravene the law of the relevant jurisdiction and are not enforceable (or part or parts thereof), are severable and do not invalidate the remaining conditions.

9. Safety Procedures

Participants acknowledge and agree they have been advised of and understand the following safety procedures to be followed when participating in a class:

- 9.1 Emergency Evacuation Procedures;
- 9.2 Kitchen Safety, including handling of knives and use of electrical and induction appliances; and
- 9.3 Food Handling and Hygiene Procedures; including the taking home of meals.

10. Variation to Terms and Conditions

JMOFA may revise these Terms and Conditions from time to time by updating them in writing. The revised Terms and Conditions will take effect when they are posted online.

11. Definitions and Interpretation

- 11.1 In these Terms and Conditions, unless expressed or implied to the contrary:

Associated Entities means:

- (a) Jamie Oliver Enterprises Limited (a company registered in England and Wales (Co. Reg No. 06294067)) and any group companies;
- (b) the Jamie Oliver Foundation (a registered charity and company registered in England and Wales (Co. Reg No. 04584275));
- (c) Jamie Oliver;
- (d) sponsors and promotional partners of TGF and/or JMOFA, and
- (e) all other persons involved in the organisation, conduct and promotion of the Classes and their respective directors, employees, volunteers, agents and contractors.

Australian Privacy Law means the *Privacy Act* 1988 (Cth) and applicable State and Territory privacy legislation.

Classes means the classes offered as part of the Jamie's Ministry of Food program and class means any one of the classes.

Council means a council constituted under a State or Territory *Local Government Act*.

Course means the JMOFA cooking course, run for a period of 5, 7 or 10 weeks or as varied by TGF from time to time.

Emergency Evacuation Procedures means the process by which trainers and students located in the Ministry of Food are to follow when evacuation is required.

Food Handling and Hygiene Procedures means the procedures for handling of food in the centre or mobile kitchen and requirements for hygiene by trainers and participants.

JMOFA means Jamie's Ministry of Food Australia.

Kitchen Safety means refers to the safe use of implements within the Jamie's Ministry of Food kitchens.

Meals means the Jamie's Ministry of Food meals, prepared at each class.

Participants means members of the public who sign-up for the course and who participate in the classes.

Recordings means sound recordings, visual footage or audio-visual footage.

Terms and Conditions means these terms and conditions, as varied from time to time.

TGF means The Good Foundation Pty Ltd ACN 142 196 937.