

Culinary India
First National Culinary Team of India
**Dedicated to promoting Camaraderie and Culinary Education of Chefs,
Cooks, Apprentices & Culinary Students**

First National Culinary Team of India
Terms & Conditions

The following applies to all candidates

- You must be an Indian citizen and have evidence of proof.
- You must be a current financial member of IFCA or your regional Chefs Association.
- You currently work as a professional chef.
- Each traveller must also have a valid passport and visa where appropriate; it is the competitor's responsibility to seek appropriate visas.
- You must be in good health and able to withstand the physical and mental rigour of participating in the competition.
- Finalists can only enter the competition in their own name (as set out in their passport).
- All applicants will be required to submit a biography with application that will include their work history, achievements and any other material relevant to their application.
- All applicants must have a letter of endorsement from their respective Region in relation to their support for the candidate.
- All applications are to have a letter of support from their employers signed advising that they have read the terms and conditions also and support you as the applicant in training and actual competition (this will include time away from work to represent India – if successful).
- If a Commis assist is required as part of the competition criteria it is the responsibility of the applicant to select and train the Commis as per the criteria.
- Each candidate of India must comply with Culinary India Competitor Program Protocol dedicated to each competition which will include reviews and critic, training program, key dates of assessment along with code of conduct, expectations, employer support and commitment acknowledgement and general support package.
- Regions can assist all applicants associated with India Selection in ensuring candidates meet the training program, criteria, financial obligations through fund raising or other.
- All applicants will be expected to assist in profiling the competition and its selection through promotional and fund raising activity as directed by Culinary India.
- Culinary India reserves the right to vary the competition period and any other dates relating to the India final, region final and world final and will communicate any changes to the finalists.
- Culinary India similarly reserves the right to alter or amend any of these Terms and Conditions during the promotion. Any updates or changes will be communicated to the finalists
- If, for any reason, the promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, civil unrest or any other causes beyond the control of Culinary India which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition, Culinary India reserves the right at its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the competition.

- Culinary India reserves the right to disqualify finalists in the event of non-compliance with these Terms. Culinary India decisions in relation to all aspects of the competition are final and binding on each finalist and no correspondence will be entered into.
- All other costs of the trip – including but not limited to visa applications, travel and medical insurance, selected meals, shopping, any other local expenses, and taxes, etc. – are to be at the traveller's own expenses for India selection, an international competitor program will apply for all International Competitions and will include assistance financial in key areas.
- Culinary India will not be held liable for any trip postponements or cancellations due to passport and visa issues, or any other reasons beyond their control.
- The competitor agrees to execute a statutory declaration and liability release form prior to competing in any competition or event associated.
- If you are selected by Culinary India for an interview, you must be willing to participate in that interview at a time to be scheduled by Culinary India in its sole discretion and you will be interviewed by a panel of Culinary India choosing.
- You must be available and able to commit to all the required days to meet standards in training and actual competition. If you are chosen to participate, it is your responsibility to make any necessary personal and financial arrangements with your employers and family in anticipation of your extended absence from home and work.
- It is the responsibility of the applicant to seek support from their employers prior to Indian Selection, - see form letter in application, if selected employers will be given a schedule and requirement to meet the requirements of competitor.
- The same above applies to any assistants / Commis
- Employers will be given an Industry support package which will outline and assist with in house promotions relating to an official India representative.
- The India Finals and region finals will consist of several culinary challenges that may be physically and mentally challenging. If you are chosen to participate, you will be videotaped, filmed, portrayed, photographed and otherwise have recordings of you and your actions broadcast throughout the duration of the Program and broadcast in perpetuity in all media now known or hereafter devised, throughout the universe in at the sole discretion of Culinary India.
- Finalists release Culinary India and each of their respective officers, directors, agents, representatives and employees, and all others connected with the competition, selection process and any prizes, from any and all claims, actions, damages, liabilities, losses, costs and expenses, in any way arising out of or in connection with involvement in them, including, without limitation, any and all claims, actions, and liabilities for injury, loss or damage to the finalist, to anyone else or to any property, regardless of whether or not such injury, loss or damage was caused by the negligence or misconduct of Culinary India, their nominees or any of their respective officers, directors, agents, representatives or employees, or anyone else connected with the competition. The Finalists agree to indemnify Culinary India and its nominees and each of their respective officers, directors, agents, representatives and employees, and all others connected with the Promotion and hold them harmless from all liabilities, claims, actions, damages, expenses and losses (including, without limitation, legal fees) of any kind or nature whatsoever in any way caused by or arising out of their involvement in the competition.

- The competitor agrees to make public/media appearances and to participate in a photo, radio recording, video and/or film session, or to provide voice/written testimonials. The above hereby acknowledge that Culinary India agrees has the right to use such photos, radio recordings, videos, films or voice/written testimonials in any medium and in any reasonable manner for any purpose as they may deem fit. The competitor also consents to the right of Culinary India to use their names, voices or pictures.
- Unless prohibited by law, participation constitutes permission for Culinary India, without any further obligation to the participants, to use any participant's name, voice, biographical data and likeness for promotional purposes in all media now existing or hereinafter created, including without limitation web, television, film, radio and print media, without any compensation whatsoever.
- Participants Culinary India and their respective affiliates, subsidiaries, branches, directors, officers, employees and agents, as well as all others associated with the development and execution of this content, including liability for personal injury, except where prohibited or limited by law.
- Culinary India may credit all material displayed in any media (either on the Promoter's websites or social media sites or in any media) with the Finalist's full name (e.g., John Smith) and nationality on websites, and the Finalist's full name (e.g. John Smith) or first initial and last name (e.g. J. Smith) and nationality on other media. If the promoter wishes to amend or adapt the material or do anything that would infringe the moral rights of a Finalist, then it will seek consent from the Finalist to do so on a case-by-case basis.
- Finalists acknowledge that Culinary India intends to post information about the Finalists website and through other social media. However, the Culinary India is under no obligation to post content about any Finalist and makes no representation and provides no guarantee as to when such content may be generated or published.
- It is expected that applicants have considered the commitment needed to fulfil the position but to withdraw his or her application for participation they must interview with Culinary India nominated persons to review, in case of emergency we would expect communication and it would be further expected that if withdrawal was the only option at least three months prior to the competition date would be the minimum. In case of withdrawal after this date, the organizing Committee may charge the withdrawing applicant any costs that may have been incurred in connection with his or her application.
- The Organizing Committee will supply white branded chef's jacket. It must be always worn during the competition and at the prize award ceremony, it is your responsibility to have laundered and you are NOT allowed to wear the jacket for any other purpose apart from the above.

SELECTION PROCESS

- The selection of the finalists is entirely up to Culinary India Selection panel, as long as their selected candidates meet the criteria set all states and territories are encouraged to support a candidate for selection.
- The Selection of the Indian National Representatives will be determined by the selection panel based on information sent, application and interview. You may be required to prepare a dish or dishes using Indian ingredients from a “mystery box” if required. Culinary India will advise prior to any event.
- The winning finalists will be selected by the Culinary India Selection panel, using a nominated criteria and will be based on
 - a) All-round performance in culinary competition, including presentation skills through interview, English language proficiency.
 - b) Industry experience and employer support.
 - c) Personal presentation and motivation; and
 - d) The overall merits of each candidate.

Obligations of the Finalists

- All Representatives of Indian Finals, region and world finals must behave in an appropriate and professional manner as befitting their potential representation of India, Culinary India and its Partners.
- The competitor once chosen agrees that they are an Ambassador of India, Culinary India and their sponsors, they are representing India in competition and events related and will be required to act in a manner that reflects the ambassador’s role and further agrees to comply with any reasonable request relating from Culinary India.
- All Finalists may be required to undertake reasonable media and other duties related to the competition as advised by Culinary India during and after the competition.
- Culinary India will own all intellectual property in reports, blogs, photos, videos and other material created by any Finalists in relation to the India National Final and region finals and World Final.
- All applicants are obligated to give Culinary India notice to intent to leave current employment prior to doing so (if the decision is theirs) for discussion relating to new employer commitments, if not their decision Culinary India have the right to investigate further.
- The above applies to Commis also VERIFICATION If requested by Culinary India, Finalists must produce, within the time requested appropriate photo identification (i.e., valid passport) or other documentation, required by Culinary India to verify their identity, age, and eligibility to enter the competition. If the items required by the Culinary India are not received or the Finalist’s compliance with the Terms and Conditions of competition are not verified to the satisfaction of the Culinary India within the time period required by Culinary India, the Finalist’s entry will be deemed invalid, and the Culinary India may determine a new Finalist instead at its absolute discretion.

GENERAL

- By entering the competition, finalists' consent to Culinary India collecting, using, disclosing and storing the personal information a finalist.
- Finalists acknowledge that the personal information requested by Culinary India in the application process is reasonably necessary for Culinary India to administer the competition. This information will include the finalist's first name, family name, email, mobile number, country of origin/nationality, and country of residence, age, gender, level of study, Australian visa history, English proficiency, academic background, academic record, and academic, personal and professional referees. It will also include confirmation that the finalists have a current passport and can travel.
- Prospective finalists, finalists and Winners will be asked several questions about themselves by Culinary India during the competition. Culinary India may request sensitive information from entrants, such as their medical history, religion, political opinion or criminal record.
- By participating in the competition, finalists authorise Culinary India to conduct civil, criminal, financial and other background or reference checks deemed necessary or desirable by Culinary India
- Culinary India will use and disclose the personal information and sensitive information it collects from finalists to:
 - a) Administer the competition, including assessing entries, conducting interviews and judging the winners.
 - b) Create marketing and advertising campaigns featuring the winners of the competition
 - c) Assess the success of the competition and to plan for future competitions
 - d) For purposes related or ancillary to the purposes set out above.
- By applying, finalists agree to be sent information related to Culinary India for duration of the competition.
- You must be willing and legally able to travel on such dates and to such locations as Culinary India shall designate in its sole discretion.
- You cannot have been convicted of any serious crime, the seriousness of which is to be determined by Culinary India in its sole discretion.
- Culinary India is looking for a dynamic individual who can articulate, is outgoing and interesting, has a great passion for cooking, and would like the chance to represent India on the world stage. In addition, Culinary India is looking for an individual who is willing to exert themselves and improve their abilities, and have the emotional, physical and psychological capacity to endure the competition schedule.
- All materials you send us (including photos if any) will be retained by Culinary India and will become the property of Culinary India and will not be returned to you whether you are selected as a-participant. Any expenses you incur during the application process including postage, shipping and materials preparation are your sole responsibility. Culinary India will not reimburse you for these expenses.
- All decisions of Culinary India are final and absolute and not subject to inquiry or challenge.
- If you have successfully completed the Application, you will receive an automatic email notification; however, Culinary India will be unable to respond to any inquiries about your status as an applicant.
- Once selected all equipment will need to follow Equipment Standards International Competition Culinary India protocol, this will be forwarded to each successful applicant post India Selection

CONFLICT OF INTEREST

Whenever engaged in Culinary India work, we are expected to act in the Culinary India best interests. We must avoid conflicts of interest, or the perception of conflicts of interest. A “conflict of interest” occurs when an individual’s private interest interferes in any way—or even appears to interfere—with the best interests of Culinary India. A conflict of interest can arise when a party takes actions or has interests that may make it difficult to perform the Culinary India work objectively and effectively. Conflicts of interest also arise when a party, or a member of her/his family, receives improper personal benefits because of that party’s position. Improper benefits may include anything of value offered to us to inappropriately influence our business judgment. We also recognize that the perception of a conflict of interest may be just as damaging to Culinary India reputation as the actual existence of such a conflict. Therefore, we are committed to avoiding actual or perceived conflicts of interest. When faced with a real or potential conflict of interest, parties associated will make a full and prompt written disclosure to the national president Culinary India. This Code does not attempt to describe all possible conflicts that could develop, but here are some examples:

Relationships with Suppliers

Suppliers must be selected based on the best interests of Culinary India. We must never make supplier selections based upon our personal interests.

Gifts and Benefits

Decisions must be made based on factors such as quality, performance, delivery, price, services, and financial responsibility. We believe that offering, providing, soliciting, or accepting anything for the purpose of improperly obtaining or rewarding favourable treatment from a supplier, sponsor, or chef is always unacceptable. We believe that ordinary and reasonable business courtesies may be appropriate in certain circumstances. However, we must ensure that any business courtesy offered or received is modest in value and does not influence, or appear to influence, the business decision of the recipient.

No cash gift or gratuity or any kickback, free services, or special favours from any supplier, sponsor, or other may be solicited, requested, or accepted. Any gift whose value is over \$100 must be reported in writing to the Chairman of Culinary India. Any gift whose value is over \$200 must be approved in writing by the Chairman of Culinary India prior to acceptance.

CONFIDENTIALITY

Competitors have access to information that, if revealed to outsiders, could be damaging or sensitive to Culinary India, harmful to the best interests of the organization, or even create legal liability. Information provided may concern personnel, financial, contractual, membership, or legal matters. It will often be confidential and is intended for use in decision-making and governance. Generally, any matters not publicized by Culinary India should be viewed as confidential. We should never give confidential Foundation information to people outside of Culinary India who have no need to know. Information will be held in the strictest of confidence and shall not be divulged to any outside party, including other members, without authorization of the director of Culinary India

CONDUCT IN THE WORKPLACE

We recognize that one of Culinary India most important resources is the representatives of Indian cooking—the women and men whose commitment, passion, creativity, talent, and energy help us fulfil our mission Culinary India is committed to providing an open, safe, inclusive, and respectful work environment, free of discrimination and harassment. We hold ourselves and each other to high standards and are expected to grant others the same respect, cooperation, and trust we wish for ourselves. We encourage a teamwork approach, which affords our employees an opportunity to grow professionally, have job satisfaction, and be productive contributors.

EXPECTATIONS

We all need to come to work each day ready to perform our jobs ethically and in a way that is in line with our mission and that serves and adds value for our members, sponsors, donors and volunteers. We should protect Culinary India assets and its good name.

OTHER RELATING

Equal Employment Opportunity

Discriminating against any Culinary India staff or member with whom we have business based on race, sex, age, disability, citizenship, national origin, colour, sexual orientation, pregnancy, religion, military status, or any other legally protected status is not permitted.

Harassment

Harassment based on any legally protected status is strictly prohibited and will not be tolerated. Unwelcome advances, such as requests for sexual favours and other verbal or physical conduct of a sexual nature, may be forms of sexual harassment. In addition, conduct that may create an uncomfortable situation, such as inappropriate comments, jokes, intimidation, or physical contact, may be forms of workplace harassment. We should avoid any actions or words that might be interpreted by another as harassment.

Cooperation

Culinary India is committed to quickly and effectively resolving issues that are brought to our attention. From time to time, it becomes necessary to conduct investigations into these alleged issues. All representatives must cooperate fully in these investigations and maintain the utmost confidentiality.

Protection and Proper Use of Assets

All associated should protect Culinary India assets and ensure their efficient use. Theft, carelessness, and waste have a direct impact on the Foundation's continued success. All Culinary India assets should be used for legitimate Culinary India business purposes.

Whistle-blower Policy

Any reasonable belief that persons associated with Culinary India plan to engage, or have engaged, in illegal or unethical conduct in connection with the finances or other aspects of Culinary India, that person should immediately file a written complaint with the Chairman of Culinary India.