HOMES+ AUGUST PRIZE COMPETITION

Terms & Conditions

- 1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is open to Australian residents aged 18 years or over, who purchase the August 2015 issue of Homes+ Magazine during the promotional period. Employees of the Promoter and their immediate families and agencies associated with this promotion are ineligible to enter.
- The promotion commences 00:00am, (AEST) on 20 July 2015, and closes at 11.59pm, (AEDST) on 16 August 2015. The judging will be done by a panel of judges appointed by the Promoter. The Judging will begin on 21 August 2015 at Bauer Media 54 Park Street, Sydney NSW 2000. The winners will be notified in writing and by telephone using contact details provided in their entry.
- 4. To be eligible to enter, individuals must purchase the August 2015 issue of Homes+ Magazine during the promotional period and enter via either one of the following methods:
 - a) Online: To enter via this method, individuals must go to <u>http://www.homesplusmag.com.au</u> and follow the prompts to the competition page, fill in the entry form including their full name, postal address, age, valid email, telephone number, nominate the prize category they would like to win and provide an answer to the following competition question, in 25 words or less: "How do you spend time at home during winter?" and submit the entry as instructed.
 - b) Viewa: To enter via this method, individuals must have the Viewa application installed on their compatible smartphone/tablet before entry. To enter, eligible individuals must open the Viewa application on their compatible smartphone/tablet and then hold the smartphone/tablet over the competition page located in the August 2015 issue of Homes+ Magazine and then follow the prompts to the competition page. Individuals must fill in the entry form including nominated prize category name, full name, postal address, age, current valid email address, daytime telephone number and provide an answer the following competition question, in 25 words or less "How do you spend time at home during winter?" and submit the entry as instructed.
- 5. One entry per prize per person will be permitted.
- 6. Entrants must retain their original copy of the August 2015 issue of Home+ Magazine and their valid purchase receipt(s) for all entries as proof of purchase. Failure to produce the required magazine and a valid purchase receipt for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Each entry must relate to a separate qualifying purchase. Purchase receipt must clearly show the date of purchase and that a copy of the August 2015 issue of Homes+ Magazine has been purchased.
- 7. Incomplete, incomprehensible and indecipherable entries will be deemed invalid and will not be included in the judging.
- 8. This is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its literary and creative merit of the answer to the question provided. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
- 9. The Entrant warrants to the Promoter that the entry submitted is an original artistic work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the

information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants that they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.

- 10. The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including using the entries for future promoter's or their agents book publications, promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
- 11. Entries must not be offensive, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter.
- 12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 13. Entries will be separated into their nominated prize category and judged separately. The number of winners that will receive each prize is indicated below.
- 14. Prizes available to be won in this promotion are as follows:

Bohome prize

The best (1) valid entry from all valid entries received will be deemed the major prize winner and will win:

1 x Ziggy throw valued at up to \$119.95

Enjoy Lighting prize

The best two (2) valid entries from all valid entries received will be deemed the major prize winners and will win they choice of one (1) of the following prize packs:

1 x 3.1" x 4" Enjoy $^{\mbox{\scriptsize B}}$ Lighting Artisan Designs flameless candle in Carrara Marble, valued at up to \$29.95

1 x 4.0" x 6" Enjoy $\mbox{\ensuremath{\mathbb R}}$ Lighting Artisan Designs flameless candle in Carrara Marble, valued at up to \$49.95

1 x 3.1" x 8" Enjoy® Lighting Artisan Designs flameless candle in Carrara Marble, valued at up to \$49.95

1 x 3.1" x 4" Enjoy® Lighting Artisan Designs flameless candle in Carrara Marble, valued at up to \$29.95

1 x 3.1" x 6" Enjoy $^{\mbox{$\mathbb R$}}$ Lighting Artisan Designs flameless candle in Carrara Marble, valued at up to \$39.95

1 x 4.0" x 8" Enjoy® Lighting Artisan Designs flameless candle in Carrara Marble, valued at up to \$59.95

Total prize valued at up to \$129.85

Best Houses Australia prize

The best twenty (20) valid entries from all valid entries received will be deemed the major prize winners and will win:

1 x DVD box set of Best Houses Australia TV series, valued at up to \$39.95.

Essential in a Box prize

The best (1) valid entry from all valid entries received will be deemed the major prize winner and will win:

1 x Ultrasonic Candle Diffuser, valued at up to \$110

1 x gift box of three essential oil blends, valued at up to \$75

1 x gift box of three Aromatherapy spray mists, valued at up to \$89.95 Total prize valued at up to \$274.95

White Magic prize

The best five (5) valid entries from all valid entries received will be deemed the major prize winners and will win:

1 x White Magic Spin mop, valued at up to \$109.95.

Beaumont Tiles prize

The best two (2) valid entries from all valid entries received will be deemed the major prize winners and will win:

1 x DIY tiling starter kits, valued at up to \$200

1 x \$250 Beaumont Tiles voucher to be spent at any Beaumont Tiles store, valued at \$250 – for locations of stores go to - <u>http://www.beaumont-</u>tiles.com.au/

Total prize valued at up to \$450.00

Collected by LeeAnn Yare

The best ten (10) valid entries from all valid entries received will be deemed the major prize winners and will win: 1 x travel bag valued at up to \$26.35 1 x cosmetic pouch, valued at up to \$13.65 Total prize valued at up to \$40.00

The total prize pool is valued at up to \$3303.35 (including GST). Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the winner.

- 15. Prize must be taken as offered. The prize, or any unused portion of the prize, is not exchangeable or cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
- 16. The prize does not include any installation or set-up of any of the products.
- 17. Products included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc.) will be determined by the promoter in its complete discretion. All prizes must be taken as offered.
- 18. The prize will be delivered to the nominated address of the Prize winner. Delivery of the Prize is valid to any state and/or city in Australia.
- 19. Voucher prize: Vouchers are valid for six (6) months from the date of issue. Redemption of the voucher prizes are subject to the terms and conditions stipulated on the voucher. The Promoter will not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of the voucher will not be awarded as cash. In the event that a portion of the prize is awarded to the winner in the form of a voucher / ticket / pass/ letter, redemption of that portion of the prize will be subject to the terms and conditions stipulated on the voucher / ticket / pass/ letter. The Promoter will not be liable for any voucher / ticket /

pass/ letter that has been lost, stolen, forged, damaged or tampered with in any way. Redemption of prize at a venue is subject to the standard rules and regulations of that venue/s.

- 20. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner.
- 21. Prize is subject to the standard terms and conditions of individual prize and service providers.
- 22. In the event that for any reason whatsoever the Winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the Winner and cash will not be awarded in lieu of the prize.
- 23. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification.
- 24. The promoter is neither responsible nor liable for any late lost or misdirected mail (including but not limited to prizes).
- 25. The Promoter is not responsible nor liable for any prize damaged in transit in the delivery of their prize
- 26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 27. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster)the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
- 28. If a medical circumstance in some way restricts your ability to enter the competition through the required mechanic, you are still eligible to enter however you must briefly state your circumstances upon entry.
- 29. If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner sign any such legal documentation.
- 30. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 31. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected

(whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

32. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Privacy:

- 33. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which can be accessed by visiting http://www.bauer-media.com.au/privacy.htm. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may also, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.
- 34. The Promoter is Bauer Media Pty Ltd (ABN 18 053 273 546) of 54 58 Park Street, Sydney, NSW 2000. Phone: 02 9282 8000.