**Freedom x Real Living competition**

(“Promotion”)

**Terms and Conditions**

1. Information on how to enter and prizes forms part of these terms and conditions. By participating in the Promotion, you agree to be bound by these terms and conditions.

*Entry*

1. The Promotion commences on 29/03/21 and ends at 11:59 AEST on 28/06/21 (“Promotional Period”).
2. You must be aged 18 years or over to enter. Entry is open to Australian residents. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
3. You can enter by doing the following during the Promotional Period.
* First, follow Real Living and Freedom Australia on Instagram (@freedom\_australia @reallivingmag).
* Second, upload 3 x images in the form gallery (which displays the answer, to the competition question – “show us your favourite styled room in your home and use hashtag #rlxfreedomau on your post.
* You must still be following both @freedom\_australia and @reallivingmag on Instagram as at the draw date in order to be eligible to receive the prize. You must act in accordance with Instagram’s requirements and terms of use at all times, which can be viewed here: <http://instagram.com/about/legal/terms/>. Your profile must be on public display and contain adequate details to allow the Promoter to identify you for you to be eligible for entry.
1. Multiple entries of different rooms within the one home are permitted, subject to each entry being submitted separately and in accordance with the entry requirements.
2. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of violating any law; or (q) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem otherwise inappropriate will be ineligible and will be discarded.
3. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
5. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.
6. You must not engage in any illegal or unsafe behaviour whilst participating in the Promotion (including while taking the entry photograph). To the extent permitted by law, the Promoter and its partners exclude any legal liability or responsibility for incidents or activities, whether legal or otherwise, engaged in by you or any other person during participation in the Promotion (including while taking the entry photograph).
7. You should not send in original versions of the entry as entries will not be returned. No responsibility will be taken by the Promoter if an original entry is lost or damaged.
8. The Promotion is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its artistic and creative merit. The judges’ decision will be final and binding on every person who enters. No correspondence will be entered into.
9. Failure to comply with these terms and conditions or any other applicable terms may result in disqualification and/or forfeiture of prizes at the Promoter’s sole discretion.
10. You warrant to the Promoter that your entry is an original work that does not infringe the rights of any person. You warrant that you own or have all necessary licences, rights, consents and permissions to use and authorize the Promoter to use all trademark, trade secret, copyright or other proprietary rights in and to your entry to enable inclusion and use of your entry in the manner contemplated by these terms and conditions. If any part of the information provided by you in relation to you entry was provided by a third party, you warrant that you have obtained the relevant copyright permission to submit the entry for the purposes of the Promotion.
11. You warrant that you have obtained the written consent, release or permission of each and every identifiable individual person in your entry (including, if the individual is a child, the child’s parent or legal guardian) to use their name and likeness to enable inclusion and use of your entry in the manner contemplated by these terms and conditions.
12. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these terms and conditions.
13. You grant to the Promoter an irrevocable, worldwide and perpetual licence to use your entry in any manner and for any purpose at its absolute discretion, including using your entry in connection with book publication and promotional, marketing or publicity purposes without any further reference or payment or other compensation to you. The Promoter may amend, edit, select, crop, retouch, add to or delete from any part of your entry.
14. The Promoter will not be liable for any breach of copyright in connection with your entry. You will be solely responsible your entry and the consequences of submitting it.
15. The Promoter may use and may permit others to use your entry at its absolute discretion, including in connection with a story or feature on the Promotion to be published in any of its print or digital publications, without further remuneration or reference to you.

*Judging and award of prize*

1. The judging will be conducted by a panel of judges appointed by the Promoter. The judging will take place at Are Media, 54 Park Street, Sydney NSW 2000 and will begin on 5/07/21.
2. The best valid entry as determined by the judges will win $5,000 (AUD) awarded in the form of a Freedom Gift Card, valid for three (3) years, with the ability to be used in-store or online. 3 x runner up valid entries will as determined by the judges will win $1,000 (AUD) awarded in the form of a Freedom Gift Card, valid for three (3) years, with the ability to be used in-store or online.

The TOTAL PRIZE POOL IS VALUED AT AUD $14,000 (including GST).

1. The winner will be notified within 7 business days of the draw by direct message on Instagram. The winner must direct message their contact details (phone, address and email) details to the Promoter in order to claim their prize. The winner’s name will be published in Real Living September Issue, on sale 23/08/2021.
2. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable. The prize cannot be used in conjunction with any other special offer.
3. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner.

*Prize*

1. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party.
2. Freedom gift card validity 3 years. Gift card can be used in-store & online. Gift card can be used to cover delivery costs if that amount remains on the gift card. Full terms and conditions for Freedom gift card can be found here. <https://www.freedom.com.au/freedom/terms-conditions/gift-card>

 *General*

1. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter may cancel, terminate, modify or suspend the Promotion.
3. 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 or similar applicable laws (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (iii) any theft, unauthorised access or third party interference; (iv) 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; (v) any variation in prize value to that stated in these terms and conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize.
4. The Promoter collects personal information (“PI”) to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which is available at http://www.are-media.com.au/privacy. In addition to any use that may be outlined in the Promoter’s privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter’s privacy policy. All entries become the property of the Promoter.
5. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000).

**Short Terms**

Conditions apply, see aremedia.com.au/competitions . Commences 29/03/21. Ends 11:59 AEST on 9/05/21. AU residents 18+. This is a game of skill, not a game of chance. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000.