

# BELLE FANULI INTERIOR DESIGN AWARDS 2023

## Terms & Conditions

### INFORMATION

Information and instructions on 'How to Enter' and information included in the briefs relating to each category of this promotion form part of these Terms and Conditions of Entry.

Completed entries are to be sent to:

#### **Belle Fanuli Interior Design Awards 2023**

**Are Media**

**54 Park Street**

**Sydney NSW 2000**

### TERMS AND CONDITIONS

1 Participation in the Belle Fanuli Interior Design Awards ("Awards") is deemed acceptance of these Terms and Conditions. Instructions on how to enter and information included in the briefs relating to each category of the Awards form part of these Terms and Conditions. By submitting your entry, you are deemed to have accepted these Terms and Conditions.

2 To enter, entrants must: (a) be an Australian resident aged 18 years or over and not an immediate family member of the Promoter or any agency associated with the Awards. For the purposes of these Terms and Conditions, an "Australian resident" is a person who has lived and worked in Australia for a minimum of 12 months and an "immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether biological or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin; (b) prior to submitting the entry in accordance with paragraph c, obtain permission to enter the Awards from: (i) the commissioning client; and (ii) The principal of the practice for any entry featuring a Project completed by a practice where the entrant is not the principal of the practice; and (iii) All members of the design team responsible for the Project; (c) submit the following by post to Belle Fanuli Interior Design Awards 2022, Are Media, 54 Park Street, Sydney, NSW 2000: (i) completed and signed entry form, including the nomination for an interior design project which was completed between January 2022 and August 2023 ("Project") to be considered in one (1) category out of the following: Best Residential Interior, Best Residential Kitchen Design, Best Residential Bathroom Design, Best Commercial Interior and Best Hospitality Interior. When one designer is not solely responsible for the elements of the Project submitted to the Awards, all other participants contributing substantially to the Project must be given credit and named on the entry form; (ii) biography of designer(s) of the Project (no more than 100 words per designer); (iii) description of the Project (no more than 200 words); (iv) up to eight (8) pieces of support material which may include photographs and drawings and which must be high resolution images (maximum 5MB at 300dpi) suitable for publication. All written and visual material should be submitted via jotform (<https://form.jotform.com/221511742183044>); and (d) pay the \$50 entry fee by credit card.

3 Where an entry is submitted by a partnership, practice

or other group, each member of the group will be deemed an entrant for the purpose of these Terms and Conditions but the entry will count as a single entry and in the event that entry is a winning entry, the prize will be awarded to one (1) nominated member of the partnership, practice or other group to be divided among its members in their discretion.

4 The Awards nomination stage commences at 9.00 (AEDST) on 22 May 2023 and final entries must be received by 5.00 pm (AEDST) on 25 August 2023. Payment of the entry fee must be finalised with Promoter by 5.00 pm (AEDST) on 25 August 2023. The judging will be done by a panel of judges appointed by the Promoter. The judging to determine the five (5) finalists in each category and the overall Interior Designer of the Year will take place at 54 Park Street, Sydney in the week commencing 4 September 2023. The finalists will be notified in writing using the contact details given in their entry and will be announced in the December/January 2023/24 issue of Belle magazine. The Best Residential Interior - Readers' Choice winner will be selected based on reader votes submitted online during the on-sale period of the November issue of Belle magazine. The Interior Designer of the Year and Best Residential Interior - Readers' Choice winner will be announced at the Awards evening ("Event") in Sydney in November 2023 at a location and time to be determined.

5 After the finalist announcement, all finalists will be notified of exact details of the Event. Each finalist is responsible for making their way to and from the Event on the date stipulated by the Promoter. The Promoter is not responsible for any ancillary costs associated with entrants attending the Event. The Promoter is not responsible for any loss incurred if the Event is cancelled, postponed or rescheduled for any reason whatsoever.

6 Any entry which the judges deem inappropriate will be invalid. All original entries will not be returned.

7 The Promoter is neither responsible nor liable for any late, lost or stolen mail or entries.

8 The Promoter is neither responsible nor liable for any postage costs including but not limited to courier costs in sending the entry to the Promoter's mailing address.

9 All entries (excluding designs and photos) submitted become the property of the Promoter. The entrant grants to the Promoter and its Award partners an irrevocable, worldwide licence (including right to sub-licence) to use all material submitted in the entry in any media in connection with the promotion of the Awards and warrant that its use by the Promoter and its Awards partners will not infringe the rights of any third party. Each entrant warrants that they have permission from all parties involved in the elements of the Project submitted to the Awards, including Project clients and collaborators, to submit the material included in the entry and to grant the licences set out in these Terms and Conditions.

10 It is a condition of entering the Awards that entrants agree to be interviewed, photographed and filmed at any time by the Promoter or their agents, and for their entry to be used for a feature on the Awards to be published in

Belle magazine, on the Homes to Love website (<http://www.homestolove.com.au>) or Belle magazine social media pages (or any other form of media it deems suitable) without further remuneration or reference to the entrant. The inclusion of any such feature (including but not limited to creative control of the feature) will remain at the discretion of the Promoter at all times.

11 Entrants are solely responsible for the consequences of submitting copyright material to the Awards and the consequences of publication by the Promoter or its partners. By ticking the box on the entry form each entrant warrants that the entry (including the entry form and supporting material) is an original artistic work of the entrant or that the entrant has the necessary licences, rights, consents and permissions from the copyright owner(s) to submit the copyright material comprised in the entry and to grant the licences to the Promoter and its Award partners set out in these Terms and Conditions.

12 Each entrant indemnifies the Promoter (publisher of Belle magazine), Fanuli and their employees, agents and supporting partners ("Indemnified Parties") for any loss suffered by any of the Indemnified Parties as a result of the entrant's breach of any warranty set out in these Terms and Conditions.

13 Each entrant acknowledges and agrees that any arrangement entered into in relation to the publication of their entry does not create a relationship between the entrant and the Promoter of employer and employee, principle and agent, partnership or joint venture.

14 This is a game of skill, chance plays no part in determining a winner. Each entry will be individually judged based on its originality, creativity, technique and suitability to the Awards. The judges' decision in relation to any aspect of the Awards will be final and binding on every person who enters. No correspondence will be entered into. The judging criteria will include: (a) quality and development of ideas and overall concepts; (b) demonstration of a successful response to the client's original brief; (c) distinctiveness of aesthetic and demonstration of an individual vision or voice; (d) aesthetic and formal qualities; (e) creativity in the resolution of the formal, functional and technical requirements of the site; (f) degree of innovation in the design and use of materials; (g) execution and attention to detail; (h) practicality of the project design; and (i) recognition of current cultural, technical and sustainable interior design practice considerations.

15 Each category has specific criteria for entry and requirements with which entrants must comply. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including but not limited to 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. A finalist or winner may be required to sign a declaration confirming their eligibility to accept the award and/or prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

16 If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

17 Entrants must disclose any issues that may generate negative publicity and impact on the success of the Awards and/or Belle magazine or the Promoter.

18 Incomplete or non-conforming entries will be deemed invalid and will not be included in the judging. Judges reserve the right at all times to determine whether a Project qualifies for the category for which it is submitted. Where an entry features a Project which the judges deem outside the scope of the nominated category, that entry will be deemed invalid. The judges' decision in relation to all aspects of the Awards are final and binding on all who enter – no correspondence will be entered into.

19 As a condition of accepting the prize, the winners must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

20 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.

21 The prize will be delivered to the nominated address of the winner. Delivery is valid to any state and/or city in Australia.

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 In the event that an entry is subsequently found to breach any of the Terms and Conditions it will be ruled invalid and withdrawn from consideration for the Awards.

25 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

26 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 Awards.

27 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 Awards.

28 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.

29 If the Awards are 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 Awards, as appropriate.

**Privacy:**

30 The Promoter collects personal information ("PI") in order to conduct the Awards 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 <https://www.aremmedia.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, 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

31 The Promoter is Are Media Pty Limited (ACN 053 273 546) of 54 Park Street, Sydney, NSW 2000.

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AWARDS 2023 SUPPORTING  
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