**Inside Out Home of the Year 2024 Terms and Conditions**

(“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 25th April 2024 and ends at 11:59 PM AEST/AEDST on 1st July 2024 (“Promotional Period”).
2. 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. For the purposes of these Terms and Conditions, an “Australian permanent 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 natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. Both New Builds and Alterations/Extensions will be considered as a valid Project, as long as they fit the judging criteria and the relevant category.
4. Prior to submitting the entry, permission to enter the Awards from: (i) the commissioning client; (ii) all members of the team responsible for the Project and any copyright or other rights owners of any material being submitted as part of an entry.
5. **To enter visit homestolove.com.au/HOTY24 and complete the online entry form, with all entry requirements during the promotional period.**
6. Nomination for the Project they wish to be considered and in which category they wish the Project to be considered out of: Best COMPACT HOME BUILD (under 200sqm), Best SUSTAINABLE PROJECT, Best ALTERATION or RENOVATION, Best USE OF MATERIAL: BRICK, Best RESIDENTIAL INTERIOR, Best GARDEN DESIGN and submitting the entry as instructed during the Promotional Period. All entrants are then included in the overall winning category Inside Out Brickworks HOME OF THE YEAR.
7. When one builder 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) name of builder(s) of the Project; (iii) 250 word succinct description of the Project, the unique requirements, and any other relevant information relating to the Project.
8. Up to 10 pieces of support photographs (showcasing the project as relevant to the category being entered). All supplied images of the project must be high resolution (max. 5MB each at 300DPI).
9. Where an entry is submitted by or on behalf of a partnership, practice or other group or business, 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/business to be divided among its members in their discretion. The Promoter will not be responsible for dividing the prize; this responsibility will rest entirely with the members of the relevant partnership, practice or other group/business.
10. Multiple entries can be submitted into multiple categories, but each of these entries will be judged separately according to the category criteria and must be accompanied by its own entry form.
11. 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.
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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. 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.
14. Any costs associated with entering the Promotion, including data costs, are the entrant’s responsibility.
15. The Promotion is a game of skill; chance plays no part in determining the winner.
16. 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.
17. 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 your 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.
18. 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. Each entrant indemnifies the Promoter 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.
19. All entries (excluding designs and photos) submitted become the property of the Promoter. The entrant grants to the Promoter and it’s Award partners an irrevocable, worldwide licence (including right to sub-license) to use all material submitted in the entry (including but not limited to designs and photos) in any media for an indefinite period and without remuneration or reference to the entrant, in connection with the promotion of the Awards and warrant that its use by the Promoter and it’s 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 and owners of any copyright or other rights in the Project or materials submitted, to submit the material included in the entry and to grant the licences set out in these Terms and Conditions.
20. 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.
21. 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*

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 08/07/2024.
2. Entries will be judged according to the following criteria, in respect to the project and the relevant category;

* Realisation of the Architect / designer concept
* Demonstration of a successful response to the client’s original brief
* Aesthetic and formal qualities
* Creativity in the resolution of the formal, functional and technical requirements of the site
* Degree of innovation in the use of materials
* Execution and attention to detail
* Recognition of current cultural, technical and sustainable building considerations

1. 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. The promotion will contain the following categories:

* **Best compact home build (under 200sqm):** This category looks to recognise innovation and achievement in the design of a new residential build with a floor area of less than 200 square metres, including all internal and any built external structures.
* **Best alteration or renovation**: A residential renovation, addition or extension that highlights design ingenuity in the reworking of an existing dwelling.
* **Best sustainable project:** A home project that demonstrates an innovative approach to future-proof design through a commitment to sustainable measures such as residential ratings, material selection, environmental impact, liveability, and thermal efficiency.
* **Best use of material: Brick:** Most innovative use of bricks in a residential project
* **Best residential interior:** For this category we are looking for an interior project that expresses a sense of sanctuary and comfort through design, flow, materials, objects and palette.
* **Best garden design:** A project attached to an individual dwelling that embodies the spirit of contemporary Australian indoor-outdoor living through its design and landscaping.

**All entries in the above categories will be considered for the major prize: The Inside Out BRICKWORKS Home of the Year:** The Home of the Year prize will be awarded to the overall winner, an architect, as judged by the Inside Out judging panel.

1. Each entry will be individually judged based on its originality, creativity, technique and suitability to the Awards, and on the specific judging criteria outlined in this clause. 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) realisation of the architect / designer’s concept; (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 use of materials; (g) execution and attention to detail; and (h) recognition of current cultural, technical and sustainable building considerations.
2. 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 an entrant’s identity, age and place of residence, employment and Project details) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may 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. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
3. The finalists will be notified in writing using the contact details given in their entry. The winners from each category will be chosen out of the finalists in each category and announced at the at the Awards evening (“Event”) in Sydney on a date, location and time to be determined by the Promoter and notified in writing to the finalists using the contact details given in their entry and published in Inside Out September issue, on sale 22nd August 2024.
4. Entries will be judged based on the criteria outlined in these Terms and Conditions and the entries deemed to be the best in accordance with that criteria in each category will be selected as finalists in each category, and then one (1) of those finalists in each category will be selected as the winner in that category.

*Prize*

1. The winner of the Home of the Year 2024 valid entry as determined by the judges will win the following prize(s):

AUD $10,000 awarded in the form of EFT to the winner’s nominated account.

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD $10,000 (including GST).

1. The winner in each of the following categories; Best COMPACT HOME BUILD (under 200sqm), Best SUSTAINABLE PROJECT, Best ALTERATION or RENOVATION, Best USE OF MATERIAL: BRICK, Best RESIDENTIAL INTERIOR, Best GARDEN DESIGN,will receive the following prize: (a) they will be awarded the title of the relevant category Award winner and receive a trophy and (b) one year Inside Out Magazine subscription.
2. At the time of finalist notification, all finalists will be notified of exact details of the Event and invited to attend the Event. Each finalist is responsible for making their own way at their own cost 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, to the maximum extent permitted by law. It is not mandatory for finalists to attend the Event and whether or not they attend will not affect their chances of being selected as a winner.
3. It is a condition of entering the Awards that entrants agree to be interviewed, photographed and filmed at times reasonably specified by the Promoter or their agents and for their entry to be used for a feature on the Awards to be published in Inside Out magazine, on the Homes to Love website (http: //www.homestolove.com. au) and/or Inside Out magazine social media pages (or any other form of media the Promoter 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.
4. 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.
5. Entrants must disclose any issues that may or have the potential to generate negative publicity and impact on the success of the Awards and/or Inside Out magazine or the Promoter, as soon as the entrant becomes aware of such issues.
6. 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’ decisions in relation to all aspects of the Awards are final and binding on all who enter – no correspondence will be entered into.
7. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
8. 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 the extent permitted by law, to cancel, terminate, modify or suspend the Awards. If the prize becomes unavailable (or a part of the prize becomes unavailable), the Promoter reserves the right to replace that prize with a prize of a similar specification.
9. Except with the Promoter’s prior written consent, no entrant / winner is permitted to supply commentary related to the Promotion or Inside Out magazine of any nature to any company or person engaged in the television, pay television or radio broadcasting, printed or electronic publishing, on-line media, telecommunications or advertising industries (or any company, person or entity which supplies services or programs to any such companies, persons or entities) from the date entry.
10. If the Awards are interfered with in any way or are not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to fraud, unauthorised interference or technical difficulties, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Awards, as appropriate.
11. The winner will be notified by telephone and in writing within 7 business days of the draw using the contact details provided in their entry.
12. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer.
13. 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 and cash will not be awarded in lieu of the prize.
14. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.

*Prizes*

1. The prize will be transferred by EFT to the winner’s nominated bank account details. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.
2. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
3. The prize is subject to the standard terms and conditions of individual prize and service providers.

*General*

1. The Promoter’s decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
2. 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.
3. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a 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.aremedia.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) 9282 8000).