

James Hardie Dream Designer Award 2016 Competition

Terms & Conditions

1. The promoter is James Hardie Australia Pty Ltd (ABN 12084 635 558) of 10 Colquhoun Street, Rosehill NSW 2142 (“**Promoter**”). This competition will be run in conjunction with the National Association of Building Designers (“**NABD**”).
2. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.
3. Entry is only open to current financial members of NABD aged 18 years or over who reside in NT, QLD, SA, VIC or WA.
4. Employees (and their immediate families) of the Promoter, NABD, the NABD National Design Awards judges, and any agencies associated with the competition are ineligible to enter. Immediate family 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 1st cousin.
5. The competition opens for entries on Monday 16th May 2016 and closes at 5:00pm AEST on Friday 12 August 2016 (“**Competition Period**”).
6. To enter, eligible individuals must complete the following steps during the Competition Period:
 - a) **View Brief:** visit www.jameshardie.com.au/dreamdesigner/ and follow the prompts to download and print an Entry Booklet. The Entry Booklet will outline the profile of a hypothetical couple and a design brief for that couple’s dream home, including but not limited to the land size, interior requirements, exterior requirements, construction material (including Scyon Walls cladding and HardieDeck materials), preferred architectural style, and budget (“**Brief**”);
 - b) **Create Design:** create an original and creative design that meets the requirements of the Brief (“**Design**”). The Design can be customised for a home in either a cool climate or warm climate, and must include the following components: (i) design sketch; (ii) site plan; (iii) floor plan; (iv) floor elevations; (v) section; (vi) 3D render; and (vii) a project description in 300 words or less explaining how the Design meets the Brief; and then
 - c) **Submit Design:** visit www.jameshardie.com.au/dreamdesigner/ and follow the prompts to submit their Design. All attachments must be submitted in PDF format.
7. Incomplete, indecipherable, or illegible entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) a maximum of two (2) entries permitted per person; (b) each entry (i.e. Design) must be substantially unique; and (c) each entry must be submitted separately and in accordance with the entry instructions.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, place of residence and NABD membership) 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 engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the competition. 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.
10. 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.
11. Entries will be divided into the following two (2) groups based on the climate for the Design they submitted: (1) Cool Climate; and (2) Warm Climate (each a “**Group**”). This is a game of skill and chance plays no part in determining the Finalists or Winner (each defined below). The entries (i.e. Designs) received in each Group will be individually judged against all other entries in that Group based on the following judging criteria:
 - Innovation and flair;
 - Visual appeal and street appeal;
 - Use of Scyon Walls cladding;
 - Original design solutions;
 - Effectiveness in considering future housing needs;
 - Relationship between the internal and external spaces;
 - Use of HardieDeck;
 - Liveability and clever use of space;
 - Australian character in design; and
 - Environmental sustainability, passive design and energy efficiency.

12. The best five (5) valid entries in each Group, as determined by the Promoter based on the criteria outlined in clause 11, will each be a finalist (each a **"Finalist"**). The judges may select additional reserve entries in each Group which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
13. Each Finalist will have their Design presented at the NABD National Design Awards Conference in Gold Coast, QLD on 1st October 2016.
14. The best valid Finalist entry (compared to all other Finalist entries across both Groups), as determined by NABD based on the criteria outlined in clause 11, will be the winner (**"Winner"**). The Winner will be notified by email and telephone, and will also have their name announced at the NABD National Design Awards Conference in Gold Coast, QLD on 1st October 2016.
15. The Winner will be awarded a trip for two (2) adults to Tokyo, Japan valued at up to AU\$8,000 depending on date and point of departure. The prize includes:
 - Two (2) return economy class fares from the winner's nearest Australian capital city to Tokyo;
 - Three (3) night's twin share accommodation in a minimum 5-star hotel in Tokyo for two (2) adults (exact hotel determined by the Promoter);
 - Design tour itinerary (exact itinerary determined by Promoter); and
 - AU\$1,000 spending money for the winner, awarded via an electronic funds transfer into an account in the winner's name.
16. *The following conditions apply to the travel prize:* Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The prize taker, and companion, must depart from and return to the same departure point and travel together. The prize must be taken between 1st December 2016 and 31st March 2017, and is subject to booking and flight availability. Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Frequent flyer points will not form part of the prize. The prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
17. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the competition, or suspend or modify a prize.
18. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. The prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification.
21. Entrants agree that they are fully responsible for any materials they submit via the competition including but not limited to Designs (**"Content"**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - a. they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b. their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c. they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d. the Content is the original work of the entrant that does not infringe the rights of any third party;
 - e. they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
 - f. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

22. As a condition of entering this competition, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, publish and display their Design concept (which shall include Content) in the event they are a Finalist or the Winner for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Finalist or the Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. If this competition 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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 competition, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. 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 NT, QLD, SA, VIC or WA ("**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 competition.
27. 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, unauthorized 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, prize taker or entrant; or (f) taking/use of and/or participation in the prize.
28. As a condition of accepting a prize, the winner (and his/her companion) 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.
29. The Promoter collects personal information ("**PI**") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. 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 viewed at www.jameshardie.com.au/privacy. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy)