

Network 10

Highgrove Bathrooms \$20,000 Dream Bathroom Renovation Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Highgrove Bathrooms \$20,000 Dream Bathroom Renovation Competition ("Competition") is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia 18 years or older. However, employees and the immediate families of Network 10 Pty Limited (the "Promoter"), Highgrove Bathrooms Pty Ltd (Highgrove Bathrooms) and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.
3. Entrants must be the homeowner of the property that the bathroom is located, live in the nominated property and have the authority to undertake the bathroom renovation. The bathroom renovation must be completed within six (6) months of the judging date.

Competition Period

4. The competition commences on **Wednesday 13 February 2019 at 09:00 AEDT** and closes on **Sunday 24 March 2019 at 23:59 AEDT** ("Competition Period").
5. The Competition will be advertised on, but not limited to, Network 10, www.tenplay.com.au and tendaily.com.au.

How to Enter

6. To participate in the Competition entrant's must
 - a. Go to tenplay.com.au and enter their details including (but not limited to) name, address, phone number, email address, gender and date of birth on the entry form.
 - b. Answer the question on the competition page in 25 words or less.
 - c. Opt in to receive communication from Highgrove Bathrooms Pty Ltd.

OR

- a. Enter online at tendaily.com.au/win, provide their details including (but not limited to) name, address, phone number, email address, gender and date of birth AND opt in to 10 Daily to receive further communications via email; and
 - b. Answer the question on the competition page in 25 words or less.
 - c. Opt in to receive communication from Highgrove Bathrooms Pty Ltd.
7. It is free to enter via 10 play or 10 Daily, however, the cost of accessing the promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Play rules.
 8. Incomprehensible and incomplete entries will be deemed invalid.

9. 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.
10. A limit of one online entry per day per person applies.
11. Entrants who have won a Major Prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this competition.
12. Entries must be received by **Sunday 24 March 2019 at 23:59 AEDT** to be included in the Prize judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize judging.
13. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
14. The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including 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.
15. The Entrant warrants to the Promoter the entry submitted is an original literary 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 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.
16. 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.
17. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
18. 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. Error 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.
19. In consideration for the Promoter awarding the prize to the Winner, the Winner hereby permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's

participation in the prize, either prior to or after the renovation, to appear in connection with Network 10, Highgrove Bathrooms or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.

20. Winners will be judged from all entries received throughout the competition period and One (1) Major Prize Winner will be selected by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on **Monday 1 April 2019 from 10:00 AEDT**. The Winner will be the Entrant who, in the sole opinion of the judges, has submitted the most creative and original 25 words or less answer to the question on the competition page. The Prize Winner will be notified by phone call within two (2) days of judging and in writing and the Winner's details will be published on the 10 play website at tenplay.com.au and the 10 daily website at tendaily.com.au from **Wednesday 3 April 2019** subject to winner validation.
21. An entry that is made on behalf of an entrant by a third party will be invalid.
22. All reasonable attempts will be made to contact the Winner. If the Prize remains unclaimed by the Winner or unallocated or forfeited for any reason, by **Wednesday 1 May 2019 at 10:00 AEST**, the Prize/s will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant that has failed to claim the prize. This Unclaimed Prize Determination will take place at Network 10 at 1 Saunders Street, Pyrmont, NSW 2009 at **Wednesday 1 May 2019 at 11:00 AEST**. The Winner of the Unclaimed Prize Determination will be notified by telephone and in writing within 2 days of the Unclaimed Prize Determination and will be published on the 10 play website at tenplay.com.au from **Friday 3 May, 2019**.

Prize Details

23. There will be One (1) Major Prize Winner judged from all entries received (Online) who will win the following prize package:

Number	Prize Details	AUD Value
One (1) x Major Prize	<ul style="list-style-type: none"> • Bathroom renovation including tiles, products including tiles, vanities, basins, baths, tapware, showers and toilets plus delivery and professional installation services such as plumbing and electrical up to the value of RRP\$20,000.00 <i>Please refer to clause 31 for full terms and conditions of this prize</i> 	\$20,000.00
TOTAL PRIZE VALUED UP TO - AUD		\$20,000.00

24. The total Prize Pool is valued up to AUD \$20,000.00 (including GST). The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
25. Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the Winner. Please refer to clause 31 for further information.
26. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values. Prize Winners are advised that tax implications may arise from their prize winnings and they should seek independent financial

advice prior to acceptance of their prize.

27. 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.
28. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
29. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize.
30. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
31. It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the prize supplier's requirements, including, but not limited to;
 - a. The entrant must own their own home, nominated to be renovated, and have the necessary permission/authority to undertake any renovation project.
 - b. If the Winner lives in a location within a metropolitan area where a Highgrove Bathroom showroom is accessible, they will be responsible for visiting the showroom for selection of products and design selection. Highgrove Bathrooms will provide the necessary tradespeople and product up to the value of \$20,000.00 (including gst). In the event that the Winner lives in a remote location not serviced by a Highgrove Bathroom showroom, they will still receive design consultation from Highgrove Bathrooms, however, products will need to be ordered online and shipping costs will form part of the prize. It will be the responsibility of the Winner to organise their own tradespeople and Highgrove Bathrooms will pay the invoices, along with the selected products up to the \$20,000.00 prize value.
 - c. In the event a Winner's selected Highgrove Bathroom product or additional tradespeople work exceeds \$20,000.00 (including gst), this is at the responsibility of the Winner and the additional payment must be made in full by the Winner.
 - d. A Highgrove Bathroom representative will conduct a site assessment to assess the site and assess for any structural issues. If it is deemed that there are structural issues, this will be the responsibility of the Winner to fix prior to the renovation. All costs associated with this, not limited to council approvals, tradespeople, tools and materials, are at the expense of the Winner.
 - e. Highgrove Bathrooms will manage the project management aspect of the renovation, in conjunction with the bathroom owner.
 - f. The Winner is responsible for any additional expenses and approvals relating to, not limited to but including any council, plumbing, electrical, body corporate. It is the Winner's sole responsibility to ensure the bathroom renovation is completed according to these regulations and requirements.
 - g. Entrants can find a list of all available Highgrove Bathrooms online at www.highgrovebathrooms.com.au or they can visit any Highgrove Bathrooms showroom, with details of these locations found on this website.
 - h. The Winner will be advised that portions of their renovation (and their image and property location) may be recorded and used in further promotional marketing and the Winner will not receive any compensation for this.

- i. It is the Winner's responsibility to ensure that tradespeople/delivery drivers have clear access to the property to complete the renovation.
32. In the event that for any reason whatsoever a Winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the prize.
33. Personal information about all prize Winners will be shared with the prize provider, and their agents, to the extent necessary for prizes to be delivered to the prize Winners.
34. If the Major Prize Winner does not provide proof of meeting the age restriction, cannot provide proof of nominated home ownership and other valid entry requirements of notification of winning, the Major Prize will be forfeited in full, and the Winner will have no further claim. A re-judging will be held to award the Major Prize to a valid entrant.
35. Prizes will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition Period it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
36. It is a condition of accepting the prize the Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
37. Should the Major Prize Winner not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the Major Prize, and a re-judging will take place to reallocate the Major Prize to a valid Winner.
38. By accepting the prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
39. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to government legislation.
40. 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 at 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 signs any such legal documentation.

41. 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 Promoters (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and:
(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 Promoters) 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.
42. 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 Promoters, 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, subject to government legislation.
43. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
44. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
45. With your express consent to do so, Highgrove Bathrooms will handle entrant's personal information (e.g. first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at www.highgrovebathrooms.com/privacy-policy/. Highgrove Bathroom's Privacy Policy may be updated from time to time and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from Highgrove Bathrooms by sending an email to onlinesales@highgrovebathrooms.com.
46. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to Ansible Pty Ltd. Your personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of

public statements and advertisements The Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the promotion.

47. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network 10 Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network 10 Pty Limited about you and seek correction of such information. See www.tenplay.com.au/privacypolicy to view Network 10 Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network 10 Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third party service providers outside Australia.
48. The Promoter is Network 10 Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.