

Hart & Co. 'Kitchen and Laundry Design Awards'

Conditions of Entry and Participation

Below are the Conditions of entry and participation for the Hart & Co. 'Kitchen and Laundry Design Awards' (Contest). The Contest Period is 9.00am 1 July 2022 to 30th June 2024 at 11.59pm. Entries must be submitted online at

<https://www.hartandcoappliances.com.au/awards> The Promoter is Hart & Co. WA Pty Ltd (ABN: 18620834013) of 52 Guthrie St. Osborne Park WA 6017.

Participation in this Contest constitutes acceptance of these Conditions.

Details of Contest

1. Design and build a fully functional residential kitchen, outdoor kitchen or laundry.
2. The project can be a renovation, alteration or new build.
3. Eligible contestants can submit more than one entry.
4. The design and construction of the project must have been completed between 9.00am 1 July 2022 to 30th June 2024 at 11.59pm.
5. The project can only be entered once therefore, if the project was entered last year it will be ineligible to enter this year.
6. Showroom, retail, commercial, hospitality, pub, recreational, educational and other non-residential kitchens and laundries are not eligible.

Eligibility

7. Entrants must be a resident of Western Australia aged 18 years or over at the date of entry. The 'Emerging Talent' category is open for students enrolled in a Western Australian based recognised tertiary institution.
8. The Contest is open to professional kitchen designers, architects, interior designers, builders, remodelers, developers, students of design, cabinet makers etc. that are/were involved in the design and / or build of the kitchen or laundry.
9. By entering this Contest, the entrant warrants that:
 - (a) the entry is their original concept;
 - (b) they are permitted, or have otherwise received approval from the owner of the kitchen or laundry, to enter the Contest;
 - (c) they are permitted, or have otherwise received approval from the owner(s) of the kitchen or laundry design and any other intellectual property that forms part of the design and materials submitted as part of the Contest (Contributors) to enter the design and those materials in the Contest; and
 - (d) that the design and those materials do not infringe the intellectual property rights of any third party.
10. The Client has or will obtain all necessary and appropriate rights and licences to grant the licence to The Promoter to use any Client Material, Imagery and video provided.
11. The parent, subsidiary and affiliated companies, employees (and their immediate families), contractors, directors, officers of the Promoter, and consultant agencies associated with this Contest are ineligible to enter the Contest.
12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including the entrant's identity, age, place of residence and approvals from

Contributors) and to disqualify any entrant who submits an entry that is not in accordance with these Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Any misrepresentation or fraudulent information supplied by an entrant disqualifies their entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

13. The Promoter does not accept any responsibility for late, lost or misdirected entries for this Contest.

How to Enter

14. All entries must be submitted online at <https://www.hartandcoappliances.com.au/awards>
15. Entries must be submitted during the Contest Period.
16. The entrant's name, the name(s) of their organisation and the name(s) of Contributors must not appear on any submitted plans, narratives, renderings, photographs or files.

Submission Requirements

17. To determine what category value to enter in the Kitchen Design Excellence OVER 60K and UP TO 60K - the value should include the following determining costs (incl. GST); kitchen cabinets, appliances, benchtops and splashbacks (i.e exclude building works, trades and flooring).
18. To enter the Fisher & Paykel Kitchen Design Excellence the kitchen design must include a minimum of two (2) Fisher & Paykel major appliances (oven, rangehood, cooktop, refrigeration or dishwasher)
19. A minimum of four and a maximum of ten high-resolution photographs of the kitchen or laundry can be submitted. Photographs must not include people. NB: Emerging Talent category is exempt from this requirement.
20. A written description providing the brief, details and background information on the project must be provided through the entry form. Written descriptions must be in English.
21. Through the entry form the names of all Contributors and a specification list of all kitchen and laundry appliances used including, product, brand and supplier.
22. Elevations and CAD drawings may be submitted in addition to photographs. Elevations and CAD drawings cannot be submitted without accompanying photographs (except for students entering the Emerging Talent category).
23. Photographs and supporting elevations and / or CAD drawings (if any) must be submitted as high-resolution .jpg or .png format (1920 x 1080 is recommended). PDF images are not acceptable.
24. .jpg files cannot be larger than 10MB.
25. CGI images or renderings will not be accepted, except for students entering the 'Emerging Talent' category.
26. Pixelated images will not be accepted.
27. No third party trademarks / logos / intellectual property are to be shown. The submitted photos must not infringe on third-party rights i.e. images must not deliberately or inadvertently contain another company's trademark, logo or

intellectual property as this may cause the image to be disqualified. Examples to watch for: a trademark / logo on other household items. The only permitted trademark or logo is that of Hart & Co.. The Promoter may elect to blur incidental third party trademarks or logos in images at its sole discretion. Images and text that the Promoter considers are offensive or inappropriate will be removed and deemed ineligible.

28. All entries become the property of the Promoter and cannot be returned.
29. All submissions are final.
30. Each category will have a shortlist of 6 successful entrants. Of the successful entrants, one winner will be selected from each category.
31. The shortlist of 6 successful entrants will be judged by the general public via a social media campaign to determine the People's Choice - Kitchen & Laundry Design Excellence winner.
32. The winners from the two Kitchen & Laundry Design Excellence categories will automatically be re-judged and a "WA Hart & Co. Designer of the year" winner announced.

Judging

33. Eligible entries will be judged by a panel of industry professionals.
34. All votes and decisions of the panel are final.
35. Eligible entries will be judged based on adherence to assignment, best use of appliances, overall visual appeal, creativity, strong elements and principles of design.
36. Shortlisted entrants will be announced on 20th October 2024.
37. Shortlisted contestants will be notified of their shortlisting by phone and / or email and their entries may be published across Hart & Co.'s digital, social and traditional marketing channels.
38. All winners will be announced at the Hart & Co. Kitchen & Laundry Design Awards event.

Prizes

39. Category winners will receive cash to the value of:
 - A. Kitchen Design Excellence - up to \$60,000: \$3,000
 - B. Kitchen Design Excellence - \$60,000 & over: \$3,000
 - C. Fisher & Paykel Kitchen Design Excellence: \$3,000
 - D. Laundry Design Excellence: \$3,000
 - E. Outdoor Kitchen Design Excellence: \$3,000
 - F. People's Choice - Kitchen & Laundry Design Excellence: \$1,000
 - G. Emerging Talent - Best Kitchen Design Concept: \$1,000
 - H. WA Hart & Co Designer of the Year: Bonus \$2,000
37. Other prizes may be included and will be advised at the awards event.
38. No element of the prize(s) is transferrable, assignable or exchangeable.
39. If a winning entry fails to comply with these Conditions, the entry will be discarded and a new winner will be determined by the judging panel.

Other

40. The Promoters decision on all matters pertaining to the Contest are final and binding and no correspondence will be entered into, except as otherwise stated in these Conditions (if at all).
41. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Contest. The Promoter's legal rights to recover damages or other compensation are reserved.
42. The Promoter, its directors, employees, agents and contractors, and the agencies and companies associated with this Contest (Associated Entities) will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person, arising out of or in connection with this Contest, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
43. The Promoter may collect personal information in order to administer the Contest, for its own marketing purposes and market analysis. The Promoter may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and offer suppliers. The Promoter will not otherwise disclose your personal information unless you have been informed or you have consented or the Promoter is otherwise permitted or authorised to do so by law. Participation in the Contest is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. The Promoter's privacy policy contains information about how you can access or correct personal information held about you or make a complaint about a privacy breach of the Privacy Act 1999 (Cth). All entries become the property of the Promoter. The Promoter's privacy policy can be found at www.hartandcoappliances.com.au/privacy-policy.
44. Entrants consent to the Promoter using the entrants submission, name, likeness, image and / or voice in the event they are a 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 Contest (including any outcome) and promoting any products manufactured, distributed and / or supplied by the Promoter or the Associated Entities.
45. Except for any liability that cannot be excluded by law, the Promoter and the Associated Entities are not responsible for and exclude 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 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 a bonus to that stated in these Conditions; or
 - E. any tax liability incurred by an entrant.
46. If this Contest 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. subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the Contest, as appropriate.
47. A term (or part or parts thereof) of these Conditions will not apply where the term is unenforceable under the law of the relevant jurisdiction under which any legal action is legitimately taken, however such terms (or part or parts thereof) are severable and do not invalidate the remaining terms.
48. The Conditions will be governed by and construed in accordance with the laws in force in Western Australia.

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