

Game of Skill Competition 'Didier Giveaway' Terms and Conditions

SCHEDULE	
Competition name	Habitus 'Didier Giveaway'
Promoter	Indesign Media Pty Ltd ABN 96 101 789 262 Suite 205, 35 Buckingham Street Surry Hills NSW 2001
Participating Suppliers (if any)	n/a
Entry – residency restriction	Entry is only available to residents of: Australia
Entry – age restriction	Must be over 18 years of age to enter
Competition Period	8:00am AEST on 03/05/2021 to 11:59pm AEST 31/8/2021
How to enter	To enter the Competition, each entrant must, during the Competition Period: Subscribe to Habitus Magazine and weekly habitusliving.com eNewsletter and complete the online competition form answering 'What do you love about design?' In 20 words or less.
Content Criteria	'In 20 words, what do you love about design?'
Are multiple entries permitted?	No
Receipt of entries	Entry is online only.
Displaying entries	N/A
Prize(s) – description	1 x Dider LIQUEUR Table 1200 mm dia x 730 H mm The prize must be claimed within 7 days on winner notification and will be mailed to the winners. The prize cannot be exchanged for cash.
Total number of Prizes	1
Total Prize Pool	\$2548
Judge(s)	The Judge(s) of the Competition will be: 2 members for the Indesign Media Team
Determining the winner(s)	The entries will be judged, and the winner(s) will be determined, at or around 3:00pm AEST on 15/9/2021 at the 'Promoters' Office.
Notifying winners	Within 7 days of the winner(s) being determined, each winner will be notified by phone and/or email.
Publishing results	Within 14 days of the winner(s) being determined, the name and suburb (or town) of each winner will be published at: www.habitusliving.com.au/

PART A – INTRODUCTION

- Information on how to enter and Prize details form part of these terms and conditions.

2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

PART B – PRIVACY

5. The Promoter will collect and use each entrant's personal information for the purposes of:
 - a. conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
 - b. fulfilling your subscription request which consists of delivered print magazine and if indicated at time of subscribing, the habitusliving.com weekly digital newsletter; and
 - c. providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
 - d. research to improve its products and services.
6. By entering the Competition, entrants' consent to the use of their personal information as described in clause 5.
7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy <https://www.habitusliving.com/legal-privacy>.

PART C - WHO CAN ENTER THE COMPETITION

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

PART D – HOW TO ENTER THE COMPETITION

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
12. Entries must not have been published previously or used to win prizes in other competitions.
13. An entry cannot be modified after it has been submitted.

14. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
15. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
16. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
17. The eligibility of entries is solely within the discretion of the Promoter.
18. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

PART E – PRIZES

19. Each Prize is not transferrable, exchangeable or redeemable for cash.
20. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
21. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
23. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

PART F - HOW THE WINNER(S) ARE DETERMINED

24. The Competition is a game of skill. Chance plays no part in determining the winner(s).
25. At the time and date specified in the "Determining the winner(s)" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.

26. The winning entry or entries will be the entry or entries that best satisfy the Content Criteria, as determined by the Judges.
27. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule.
28. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
29. Each winner will receive a Prize.

PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)

30. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
31. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
32. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
33. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART H - UNCLAIMED PRIZES

34. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within three months of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.
35. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

PART I – NO LIABILITY

36. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection

with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

37. If entry is via Social Media or if the Competition is promoted on Social Media the Competition is in no way sponsored, endorsed, administered by or associated with the Social Media Platform and each entrant agrees to grant the Social Media Channel a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
- a. any information they provide in connection with the Competition is provided to the Promoter and not to the social media network; and
 - b. any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to the social media network.
38. If entry is via our affiliate, retail, reseller network, or if the Competition is promoted through our affiliate, retail, reseller network, the Competition is in no way sponsored, endorsed, administered by or associated with this network and each entrant agrees to grant those businesses within our affiliate, retail and reseller network a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
- a. any information they provide in connection with the Competition is provided to the Promoter and not to our affiliate, retail, reseller network; and
 - b. any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to the businesses within our affiliate, retail, reseller network.

PART J - TERMINATION OF COMPETITION

39. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws