

## Trade Promotion: Schedule to Conditions of Entry

Promotion Name	WA Architecture Awards – 2023 People's Choice Award Competition	
Promotion type	Public (external)	
Promotion style	Game of Skill	
Promoter	<p>The promoter is</p> <p>The Royal Australian Institute of Architects, trading as Australian Institute of Architects ABN 72 000 023 012 Tel 1800 770 617</p> <p>of Level 1, 41 Exhibition Street, Melbourne VIC 3000</p>	
Permit Numbers	Not required – Game of skill exception.	
Relevant States	The competition will be held in selected states and territories across Australia	
Entry Restrictions	Entry is open to all residents of Australia aged 18 years or over (an “Entrant”)	
Promotion Period	Opens:	17 April 2023 at 9.00am AWST
	Closes:	2 June 2023 at 11.59pm AWST
Entry Procedure	<p>During the Promotion Period, Entrants must vote for their favourite residential project from the WA Architecture Awards Shortlist and explain in 25 words or less why they like that project.</p> <p>The Promoter reserves the right, in accordance with the attached Conditions of Entry, to disqualify Entries which are inappropriate or offensive.</p>	
Automatic Entry Opt Out	Any person who submits an entry, who would otherwise be an Eligible Entrant but who does not wish to enter the Promotion, may advise the Promoter by email and that Eligible Entrant will be deemed ineligible to enter the Promotion.	
Maximum number of Entries	One entry per email address permitted.	
Competition Details	Closing date:	2 June 2023 at 11.59pm AWST
	Location:	Location: Australian Institute of Architects 41 Exhibition St, Melbourne
	Method:	The winning entry will be that which best describes why they like their chosen abode as chosen by a panel of staff from the Australian Institute of Architects.
Prizes Details	All Prizes are at the sole discretion of the Promoter. A Winner will receive that Prize as set out on the Institute's competition website ( <a href="https://www.architecture.com.au">https://www.architecture.com.au</a> ). Only one prize per Winner.	
Prize Restrictions	The Prize is non-transferable and may not be redeemed for cash. If a Prize becomes unavailable due to unforeseen circumstances, or if the Promoter's decides at its sole discretion before close of business on 30 June 2023, the Promoter may substitute a prize of like or equal value.	
Notification of Winner	Winning entrants will be contacted by the Institute via email before 9 June 2022	
Publication details	Winners will be published on the People's Choice Award webpage.	
Prize claim date	Before close of business on the date two (2) months after the final round announcement date.	

Unclaimed Prize Draw	Date: 1 September 2023 Location: Australian Institute of Architects 41 Exhibition St, Melbourne
Publication date for unclaimed prize draw winner (if any)	Unclaimed Prize Draw winner's name will be published on the People's Choice Award website. Date: 2 September 2023
Promoter's Privacy Policy	The Promoter's privacy policy can be found at <a href="https://architecture.com.au/wp-content/uploads/Australian-Institute-of-Architects_Privacy-Policy.pdf">https://architecture.com.au/wp-content/uploads/Australian-Institute-of-Architects_Privacy-Policy.pdf</a>

### Conditions of Entry

1. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.

### Eligibility

3. If this is a public promotion, entry to the Promotion is open to residents of the Relevant State/s who meet the Entry Restrictions (if any).
4. Employees, agents and contractors of the Promoter and their immediate family are ineligible to enter.
5. The Promotion will be conducted during the Promotion Period.
6. To enter the Promotion, entrants must complete the Entry Procedure during the Promotion Period.
7. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
8. Entrants may enter the Promotion up to the Maximum Number of Entries.
9. Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
10. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
11. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the Entry process for the Promotion.
12. In the event that an account with the Promoter is held in joint names, the Eligible Entrant will be the person first named on that account.

### Determining and notifying winners

13. The Prize draw(s) (if applicable) will be conducted in accordance with the Competition Details and judged by the judging panel appointed by the Promoter based on the criteria set out in the Method.
14. Winners will be notified as specified in the Schedule and their name and State/Territory of residence will be published in accordance with the Schedule.

### Prizes

15. The Prize(s) are specified in the Prize Details. The Prize(s) are subject to any restrictions specified in the Schedule. The Total Prize pool is specified in the Schedule.
16. Prizes are not transferable, exchangeable, or redeemable for cash.
17. If a prize includes gift cards or vouchers, the gift cards or vouchers are only valid until the gift card or voucher expiry date specified on the gift cards or voucher or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not be liable for any gift card or voucher that has been lost, stolen, forged, damaged or tampered with in any way.

### Claiming prizes

18. Prizes must be claimed by the Prize Claim Date in accordance with any claim instructions set out in the Schedule.
19. If a prize is not accepted or claimed by the Prize Claim Date, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed prizes in accordance with the Unclaimed Prize Arrangements specified in the Schedule, subject to any directions given by any relevant authority. Winners of unclaimed prizes will be notified and have their names and State/Territory of residence published in accordance with the Unclaimed Prize Arrangements.

### Skill based Promotions

20. This Promotion is a Game of Skill; chance plays no part in determining the winner.
21. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
22. An entrant's entry must not include:
  - a. any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - b. any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - c. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have

the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.

23. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
24. The winning entry will be that which best describes why they would like to live in their chosen abode as chosen by a member panel of the Australian Institute of Architects. The Eligible Entrant(s) that submitted the winning Entries will be declared the winner (the "Winner(s)"). The judges' decision will be final and no correspondence will be entered into. The judges, in their sole discretion, may not allocate any Prize(s), or fewer than the number of Prize(s) stated above (including in circumstances where insufficient Entries are received or Entries are judged to be of a poor standard).
25. By participating in this Promotion each participant grants the Promoter a perpetual, non-exclusive, transferable, irrevocable, royalty-free, worldwide licence to use, reproduce, publish, distribute and disseminate all intellectual property rights in Entries that are capable of being assigned to the Promoter and consents to the Promoter and any staff member of the Australian Institute of Architects using, reproducing or editing and adapting any Entry, if the Promoter wishes, in broadcast, electronic and print media, newsletters, in the Promoter's brand merchandising and related marketing activities in whole or in part without attributing that Entry to the person who created it.

#### General

26. The Promoter and its related bodies corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) are collectively referred to as the "Australian Institute of Architects".
27. The Promoter collects personal information from all participants in order to conduct the Promotion. If the information requested is not provided, the participant may not participate in the Promotion or claim a Prize and their entry may be discarded. It is a condition of entry into the Promotion that the Winner consents to the publication of their name and city of origin in any advertisements or articles relating to the Promotion or the Prize and participates in any media releases which may include photographs of the Winner by the Promoter or any other member of the Australian Institute of Architects. By entering this promotion, participants consent to the use of their names and likenesses in this manner. The Promoter's treatment and storage of personal information will be handled in accordance with all applicable laws in Australia. Your information will not be used to contact you for marketing purposes.
28. The Winner may be liable to declare the Prize for taxation purposes and will be liable for any tax payable in respect of a Prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the Prize and the potential impact on their personal financial situation prior to entering the Promotion.
29. Except for guarantees, warranties and conditions implied by law which cannot be excluded, the Promoter does not make, nor are its staff, agents, contractors or members authorised to make, any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any prizes awarded under these terms and conditions.
30. Nothing in these terms and conditions is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Corporations Act 2001, the Competition and Consumer Act 2010, Australian Consumer Law or any equivalent State or Territory legislation. If any guarantee, warranty, term or conditions implied or imposed under the Australian Consumer Law or any other applicable legislation in relation to any prizes awarded under these terms and conditions cannot be excluded (a "Non-Excludable Provision") and the Promoter is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Promoter and all members of the Australian Institute of Architects for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:
  - a. the replacement of the prize or the supply of an equivalent prize,
  - b. the repair of the prize,
  - c. the supplying of the prize again,
  - d. the payment of the cost of replacing the prize or of acquiring an equivalent prize,
  - e. the payment of the cost of having the prize repaired; or
  - f. the payment of the costs of having the prize supplied again.
31. To the maximum extent permitted by law, the Promoter its staff and members expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any participant's participation in this Promotion or the acceptance of any Prize. The Winner indemnifies the Promoter its staff and members against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter, its staff or members arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the Winner, or its use of the Prize, or its breach of these terms and conditions.
32. Neither the Promoter nor its staff or members will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet.
33. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other entrants, including by tampering with the entry process, and, after consulting with the relevant legislative authorities, to cancel, terminate, modify or suspend the Promotion.