

Terms and Conditions – Vogue Living x Alessi Design Awards 2019

General

1. The Promoter is News Life Media Pty Ltd (ABN: 57 088 923 906) of Level 1, 2 Holt Street, Surry Hills, NSW 2010. Telephone number (02) 9353 6666.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

4. **Vogue Living Alessi Designer Prize:** Entry is open to residents of Australia over the age of 18 who are personally invited by *Vogue Living* and Alessi to register for the *Vogue Living Alessi Designer Prize*.
5. **Vogue Living Alessi Emerging Designer Prize:** Entry is open to residents of Australia over the age of 18 who meet one of the following criteria:
 - a. Final year design students
 - b. Recent graduate design students
6. Entrants into this competition must be 18 years of age or **older** as at the date of entry.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

8. The competition commences on 11.04.19 at 00:01am AEST and concludes on 15.09.19 at 23:59am AEST. Entries must be received by the Promoter prior to the competition close date and time.
9. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.

How to enter

11. The details of how to enter the competition are set out in vogueliving.com.au/alessidesignawards

12. Entrants may enter the competition by:

Submitting their original entry:

- by logging onto vogueliving.com.au/alessidesignawards and registering their details including (but not limited to) full name, address, post code, telephone number, e-mail address, code-word / subscription number (if required) and submit their entry. Eligible entries will create a timeless piece that will fit within the existing Alessi portfolio, exhibit contemporary lines and be imbued with an enduring style that will make it a classic within the Alessi stable while taking into account the practical nature of manufacturing and ability to retail. Your submission must include:

- A design sketch of your 'objects on-the-go' product. This includes up to eight (8) pieces of support material, which includes sketches and CAD renders and which must be high-resolution images (maximum 5MB at 300dpi) suitable for publication. They must be submitted as an attachment on email or via Dropbox or Google Drive link. All visual material should be submitted in one folder and each image should be labelled with the entrant's name and image number (e.g. John_Smith_1, John_Smith_2).
- Outlines of materials and design processes of your 'objects on-the-go' product.
- A short designer's biography (up to 150 words).
- A prototype is not a requirement for this competition. If you are selected into the second stage (shortlist) of the competition, where you will receive mentoring, you will create the prototype under the guidance of your mentor.
- Email your entry to alessidesignawards@voqueliving.com.au

The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider. The entry which is judged to be the most representative of Alessi inspirations, based on the theme of 'objects on-the-go' will win.

- There will be two phases to the competition:
 - Phase 1: Two finalists will be selected from each category. The finalists will be mentored by the Alessi team and the *Vogue Living* team, where they will be guided to create a prototype to move their entry into the final stages judged by the panel and Alessi.
 - Phase 2: Two winners will be selected (one from each category) to travel to Milan to present their designs and supporting information to the Alessi team, who will evaluate it for possible production under the iconic brand. The ultimate aim of the Alessi Design Award is to see the winning product become part of the Alessi collection.

13. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. 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. 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. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. 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 potentially insulting, inflammatory, defamatory, obscene, offensive, 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 terms and conditions.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

14. Any entry that is made on behalf of an entrant by a third party will be invalid.

15. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

Number of Entries permitted

16. Only one entry per person.

Determination and Notification of winner

17. The winner will be the valid entry submitted in accordance with these terms and conditions that is judged by Vogue Living and Alessi team to be the product the most representative of Alessi inspirations, based on the theme of 'objects on-the-go' at 14:00 (AEDT) week commencing 03.02.20 at 2 Holt Street, Surry Hills NSW 2010.

This competition is a game of skill. Chance plays no part in determining the winner.

18. If any particular determination is scheduled on a public holiday, the determination will be take place on the following business day.
19. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
20. The winner/s will be notified by telephone or email within two days of being determined. Winner/s of prizes will be published in Vogue Living May/June 2020 issue.
21. Prizes will be awarded to person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
22. Should an entrant's contact details change during the promotional 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.
23. If the winner has not claimed the prize by 14.02.20 then he or she will forfeit the prize and the prize will be awarded to the valid entry submitted in accordance with these terms and conditions that is judged by Vogue Living and Alessi team to be the product the most representative of Alessi inspirations, based on the theme of 'objects on-the-go' at 14:00 (AEDT) week commencing 17.02.20 at 2 Holt Street, Surry Hills NSW 2010. The winner of the unclaimed prize will be notified by telephone or email within two days of the date on which they are judged to be the unclaimed prize winner. Winner/s of prizes will be published in Vogue Living May/June 2020 issue.

Prize on offer

Individual prize value is up to \$5,000 (including GST). Total prize pool value is up to \$10,000 (including GST) as at 03.02.20. Two winners will receive the below, valued at \$5,000.

- i. One (1) Economy Class return ticket to Milan
- ii. Three (3) nights' accommodation and transfers for one person in Milan
- iii. A meeting with the Alessi team in Milan to present the prize winner's design and supporting documentation for consideration for possible production under the Alessi brand

24. Unless otherwise expressly stated, prize values are based upon the recommended retail

prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
26. Prizes cannot be transferred, exchanged or redeemed for cash.
27. 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
28. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
29. Prize must be taken between 03.02.20 and 03.04.20. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
30. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
31. The winner/s (and their companion/s) is/are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
32. The winner/s must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure (Sydney, Melbourne, Brisbane, Adelaide or Perth). (If the winner is from Tasmania, ACT or NT connecting flights from these cities to the nearest flight departure capital city will be included in the prize package for the winner – if applicable).
33. The prize must be taken by 03.04.20 and is subject to hotel and flight availability. The prize is not available during peak times such as public holidays and school holidays (if applicable) and cannot be changed once the booking has been made. Air tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airlines departure city and their current flight schedule. Frequent Flyer points are not available from any airline. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
34. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the

web site of the Australian Department of Foreign Affairs and Trade

35. Travel must be taken at the time specified by the promoter and must coincide with the dates between 03.02.20 and 03.04.20. If a winner are, for whatever reason, unable to travel on a nominated date, or do not take an element of the prize within the time stipulated by the Promoter then that element of the prize will be forfeited by the winner. Cash will not be awarded in lieu of the prize or element thereof.
36. The prize is for the specified dates of the event only. If the winner (for whatever reason) is unable to travel or does not take an element of the prize within the time stipulated by the Promoter then the prize will be forfeited and cash will not be awarded in lieu of the major prize. The Promoter makes no representations or warranties about the attendance at the event of any individuals or groups involved in the marketing of the event.
37. By entering this competition, entrants accept and acknowledge full responsibility for their decision to travel should they be chosen as winners. The winners release the promoter and other organisers, their related bodies corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the prize. Without limiting the foregoing, the released parties not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising from travelling or any other aspect of the prize. The winner acknowledges that they have been warned that there is a possibility of an accident causing injury, death or property damage in accepting the prize.
38. The winners acknowledge that regions of Europe are politically unsettled, and guerrilla warfare/activity is still known to exist in the areas in which they will be travelling. The winners are required to be physically fit. This expedition/prize is not suitable for anyone who suffers from a respiratory disorder, circulatory ailment, or physical disability that limits mobility. By entering the competition, the winner and their guest acknowledge they are able to bring with them with the required clothing for this tour at no expense to the Promoter or the other organisers.

Further Terms and Conditions

39. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
40. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
41. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
42. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
43. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

44. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
45. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
46. 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, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
47. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
48. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

49. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or News Limited publications, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
50. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (**Works**). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.

The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the

benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

51. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
52. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, 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 entrant 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.
53. 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 promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
54. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent.
55. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names and email addresses for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
56. Entrants' 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.
57. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for

those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <http://www.newscorpaustrialprivacy.com>.