



DESIGN AWARDS 2024

Terms & Conditions

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GENERAL

1. Information on how to enter and awards form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. 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

3. Subject to clause 4, entry is open to all:
 - 3.1 residents of Australia who are over the age of 18 as of the date of entry; and
 - 3.2 Australian businesses with an ABN, who have specified and/or designed and constructed for a project using **polytec** products and fulfilled the requirements set out below ('Eligible Entrants')
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or stepchild (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
5. The Promoter is Borg Manufacturing Pty Ltd ABN 31 003 246 357 of 2 Wella Way, Somersby NSW 2250 ('Promoter').

HOW TO ENTER

6. Eligible Entrants may enter this competition during the Promotional Period (defined below) by going to www.polytecdesignawards.com.au, creating an account and making a submission in accordance with the requirements below.
7. Submissions are to be high resolution RGB JPEG (min 1100x1100px and no larger than 10MB and must not be watermarked) and include project name, client and category of project (Residential or Commercial), designer / specifier details, state/territory where the subject of the entry is located, **polytec** materials used, completion date and photographer's details. Submitted images must be high resolution photographs of the completed project. Computer generated images such as renders will not be accepted. Project locations must be unique for each submission. i.e. One residential address / business address can only be submitted as one entry,

multiple entries for the same location (such as bathroom/kitchen) will only be considered as one single entry during the time of judgement.

8. Entrants must provide their contact details to the Promoter within 5 days of request.

WHEN TO ENTER

9. The competition commences on 05/02/24 at 08:00 AM and closes 16/06/24 at 11:59 PM ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
10. The competition offers awards with several categories. The various awards and categories, along with the relevant judging criteria are summarised below:

Excellence in Design Award

- Businesses/individuals who designed and/or specified for the project.
- State/Territory based project with Finalists and a Winner for each category Residential and Commercial).
- The winner will be the best valid entry as determined by judges appointed by the Promoter, having regard to how **polytec** products have been used within the entered project, through creativity, diversity and blend of materials, in a functional and aesthetic way.
- There will be 16 winners in total.

Excellence in Design & Construct Award

- Businesses/individuals who designed, specified, and constructed the joinery within the same business for the project.
- State/Territory based project with Finalists and a Winner for each category Residential and Commercial).
- The winner will be the best valid entry as determined by judges appointed by the Promoter, having regard to how **polytec** products have been used within the entered project, through creativity, diversity and blend of materials, in a functional and aesthetic way.
- There will be 16 winners in total.

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National ByDesign Award

- Decided as the overall winner between the 32 winners in the Excellence in Design Awards and Excellence in Design & Construct Awards.
- The winner will be the best valid entry as determined by judges appointed by the Promoter, having regard to how **polytec** products have been used within the entered project, through creativity, diversity and blend of materials, in a functional and aesthetic way.

People's Choice Award

- Peers vote for their favourite entries from all projects entered.
- State/Territory based project with Finalists and a Winner for each category Residential and Commercial).
- The winner will be determined by the process outlined in clause 11 below.
- There will be 16 winners in total.

11. Voting for People's Choice Award is via: **www.polytecdesignawards.com.au**, and requires the creation of a Voter account. Voting opens 1st July 2024 at 8:00AM and closes 18th October 2024 at 11:59PM. Voting is only open for the People's Choice Award. Account holders can vote for 6 Residential projects and 6 Commercial projects. The winner for each category in each State/Territory will be the project with the highest number of votes. For details on how to vote see here: **www.polytecdesignawards.com.au/how-to-vote/**

12. The winners will be notified by email.

NUMBER OF ENTRIES PERMITTED

13. All entrants may enter as many times as they like provided that each entry is a unique project and submitted in accordance with these Terms and Conditions.

PUBLICATION OF WINNERS

14. No cash or other prizes will be offered to the winners of this competition. Winners will be published on **polytec's** website and social media channels.

FURTHER TERMS AND CONDITIONS

15. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram (Meta Platforms, Inc). Entrants accept that this promotion is being conducted by the Promoter and not by Instagram. Entrants are solely responsible and liable for the content of their entries and any other content they upload to Instagram. To the extent permitted by law, each entrant agrees to indemnify, defend and forever hold harmless, Meta Platforms and associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an entrant in respect of the entrant's participation in the promotion. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.
16. The Promoter reserves the right, to the extent reasonably necessary, 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.
17. All entrants must submit only original photos. Any such photos cannot be previously published in any forum worldwide. Entries that are found to have been derived from the designs of a third party will be considered invalid. The winner may be required to sign a statutory declaration regarding the originality of the entry.
18. The Promoter reserves the right in its sole discretion to disqualify any individual or business who 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.
19. Chance plays no part in determining any winner.

PRIVACY COLLECTION STATEMENT

20. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged in connection with administering the competition. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at **www.polytecdesignawards.com.au/privacy-policy/**. You may request access or to update your personal information or lodge a complaint by writing to:
The Privacy Officer, Borg Manufacturing Pty Ltd,
2 Wella Way, Somersby NSW 2250.

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COPYRIGHT, STATUTORY GUARANTEES, WAIVER AND LIABILITY

21. By entering works in these awards, entrants grant **polytec** the use of all submitted material as an irrevocable, world-wide, royalty free licence to use all intellectual property in the submission for the purposes of these awards, as well as any media/advertising purposes including but not limited to online, print or screen. **polytec** may sub-license all of its rights under this rule without the consent of the entrant. The licence and rights granted under this rule are irrevocable and survive termination of these rules. The competition entrant warrants that it absolutely owns or is licensed to use all protected rights in any submitted material and is entitled to grant the licence referred to in this clause.
22. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), 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').
23. Except for any liability that cannot by law be excluded (including with respect to the Promoter, the Non-Excludable Guarantees), neither party is responsible to the other for any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties in seeking to enter this promotion (b) any theft, unauthorised access or third party interference; (c) any entry or award that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the parties; (d) any tax liability incurred by a winner or entrant; and (e) any cost or expense incurred as a result of preparing or lodging an entry.