

Network 10

Studio 10 | Freedom Kitchens & Inalto Appliances Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Studio 10 | Freedom Kitchens & Inalto Appliances Competition ("Competition") is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to residents of **NSW, QLD and VIC who own or are purchasing their own home, live within 100km of a Freedom Kitchens Outlet and aged 18 years and above**. Showroom outlets can be found at <https://freedomkitchens.com.au/showrooms/>. However, employees and the immediate families of Network Ten Pty Limited (the "Promoter"), Enstrom PTY LTD trading as Freedom Kitchens (the "Co-Sponsors"), Residentia Group Pty Ltd trading as Inalto (the "Co-Sponsors") and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrants must be residing in Australia at the time of entry, or their entry may be deemed invalid.
3. If any prize winners are not homeowners, they will forfeit the prize in full and a re-judging will take place to re-allocate their prize.

Competition Period

4. The competition commences on **Monday, 8 March 2021 at 08:00 AEDT** and closes on **Sunday, 21 March 2021 at 23:59 AEDT** ("Competition Period").
5. The Competition will be advertised on, but not limited to, Network 10, www.10play.com.au.

How to Enter

6. To participate in the Competition entrants must
 - a. Log on to 10play.com.au/win and register their details. Required details may vary and may include (but not limited to) name, address, phone number, email address, gender and date of birth, to become a 10 Play member
 - b. Tick the box to confirm home ownership
 - c. Answer the question on the entry form in 25 words or less and submit their entry
7. It is free to become a 10 Play member, however, the cost of accessing the promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Play Members rules.
8. Incomprehensible and incomplete entries will be deemed invalid.
9. A limit of one online entry per day per 10 Play member applies. One membership per person applies.
10. Entrants who have won a major prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this competition.

11. Entries must be received by **Sunday, 21 March 2021 at 23:59 AEDT** to be included in the corresponding Prize judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize judging.
12. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
13. This is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on originality and creative merit as determined by the judging panel. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
14. The Promoter and the Co-Sponsors are entitled to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter and the Co-Sponsors are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
15. The Entrant warrants to the Promoter and the Co-Sponsors the entry submitted is an original literary work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter and the Co-Sponsors against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
16. Entries must not be offensive, defamatory or racist. Any entry which the judges deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter and the Co-Sponsors.
17. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
18. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Error and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. In consideration for the Promoter awarding the prize to the winner/s, the winner/s hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Network 10 or the advertising or marketing thereof, in any media whatsoever through the world and the winner will not be entitled to any fee for such use.

20. Winners will be judged from all entries received throughout the competition period and Fifty (50) Prize Winners will be selected by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on **Monday, 22 March 2021**. The Prize Winners will be the Entrants who, in the sole opinion of the judges, have best met the judging panel's selection criteria detailed in clause 12, gained from the information provided in the entrant's application. The Prize Winner judged to be the best of all the Fifty (50) Winners will also win the Major Prize. The Prize Winner/s will be notified by phone call within two (2) days of judging and in writing and the winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 24 March 2021**.
21. An entry that is made on behalf of an entrant by a third party will be invalid.
22. All reasonable attempts will be made to contact the Winners. If any of the Prizes remain unclaimed by any Winners or unallocated or forfeited for any reason, by **Monday, 24 May 2021 at 13:00 AEST**, the Prize/s will be re-allocated to the entrant that has submitted the entry which best meets the judging criteria excluding the entrant that has failed to claim the prize. This Unclaimed Prize Determination will take place at Network 10 at 1 Saunders Street, Pyrmont, NSW 2009 at **Monday, 24 May 2021 at 14:00 AEST**. The Winner/s of the Unclaimed Prize Determination will be notified by telephone and in writing within 2 days of the Unclaimed Prize Determination and will be published on the 10 Play website at 10play.com.au from **Wednesday, 26 May 2021**.

Prize Details

23. There will be Fifty (50) Prize Winners judged from all entries received (Online). All Fifty (50) Prize Winners will each win One (1) Minor Prize package. One (1) of the Prize Winners, judged to have submitted the best entry, will also win the Major Prize. The Prize packages include the following:

Major Prize

Number	Prize Details	Up to the value of (AUD)
One (1) x Major Prize	One (1) x Freedom Kitchen including: <ul style="list-style-type: none"> Kitchen cabinets from Freedom Kitchen's Designer, Value or Essential kitchen range A laminate benchtop Design, delivery and installation of cabinetry and benchtop only 	\$20,000.00
TOTAL PRIZE VALUE - AUD		\$20,000.00

Minor Prize

Number	Prize Details	Up to the value of (AUD)
Fifty (50) x Minor Prizes	One (1) x InAlto Kitchen appliance pack including: <ul style="list-style-type: none"> 60cm Inalto Oven: IO605TB RRP \$799 	\$3,146.00

	<ul style="list-style-type: none"> • Either a 60cm Inalto Gas on Glass Cooktop: ICGG604W RRP \$999 OR a 60cm Inalto Ceramic Cooktop: ICC60T RRP \$699 (to be decided by the winner) • 60cm Inalto Canopy Rangehood: ARC60BS RRP \$549 • 60cm Inalto Freestanding Dishwasher: IDW604W RRP \$799 	
TOTAL PRIZE VALUE - AUD		\$3,146.00

24. The total Prize Pool is valued at up to \$177,300.00 (including GST). If a Prize Winner selects the Ceramic Cooktop Pack instead of the Gas Cooktop Pack, the individual minor prize value will be \$2,846.00 rather than \$3,146.00. The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.
25. Prizes must be used in accordance with the Terms and Conditions specific to the prize providers. Freedom Kitchens terms can be found at: <https://freedomkitchens.com.au/terms-conditions/> and Inalto terms can be found at: <https://inalto.house/>.
26. The Prize Winner receiving the Major Prize will have a choice of (including but not limited to) specific colours, finishes to include in the Kitchen. These details will be provided by the service provider at the time of winner notification.
27. The Major Prize includes design, delivery and installation of cabinetry and benchtop only. No other associated building works or trades to be handled by Freedom Kitchens ie. No tiling, plumbing, electrical, flooring, etc.
28. For the removal of doubt, the Major Prize does not include:
- a) Kitchen lighting and glass splashbacks, tiles, appliances other than specified, ceiling lighting or flooring or other kitchen accessories including but not limited to sink, taps, refrigerator etc;
 - b) any gas, electricity, water or associated costs incurred in before, during or after the claiming, installing and using of the Prize;
 - c) any accommodation, meals or other spending money incurred in relation to or ancillary to claiming or using the prize;
 - d) any other ancillary or incidental expenses incurred in connection with the prize, whether before, during or after installation;
 - e) any insurances or taxes;
 - f) any construction, electrical, tiling or plumbing services; any ongoing maintenance costs; and
 - g) any costs in excess of the allocated budget per component of the prize or any other ancillary costs associated with redeeming this prize.
29. Any ancillary costs associated with redeeming the prize/s are not included. These are the responsibility of the winner.
30. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter and the Co-Sponsors accept no responsibility for any variation in the prize values. Prize winners

are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.

31. In acceptance of the prize, the Winner/s acknowledge that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner/s.
32. 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.
33. The Promoter and the Co-Sponsors are neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prize/s.
34. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
35. It is a condition of accepting the prize that the winner/s must comply with all the conditions of use of the prize and the Co-Sponsor's requirements.
36. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
37. Personal information about all prize winners will be shared with the Co-Sponsors, and their agents, to the extent necessary for prizes to be delivered to the prize winners.
38. Prizes will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition 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.
39. It is a condition of accepting the prize the winner/s may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
40. Should a Prize Winner not meet any of the criteria stated in these terms and conditions to be a valid winner they will forfeit all rights to the Prize, and a re-judge will take place to reallocate the Prize to a valid winner.
41. By accepting the prize, the winner/s agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize. The Winner also agrees to the potential use of their image or video footage being used for promotional purposes.
42. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry

process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition.

43. If your entry is selected as a winning entry, the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner signs any such legal documentation.
44. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and: (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 or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
45. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion, but no further use of this information will be made without prior consent.
46. The Promoter and the Co-Sponsors 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 and the Co-Sponsors are not responsible for any incorrect or inaccurate information, either caused by the phone user 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.
47. With your express consent to do so, Freedom Kitchens will handle entrant's personal information (may include, but not limited to, first name, last name, address, suburb, state, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at www.freedomkitchens.com.au/privacy-policy/. Privacy Policy may be updated from time to time and it will be the entrant's responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt out of receiving contact from Freedom Kitchens by sending an email to news@freedomkitchens.com.au.

48. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to Ansible Pty Ltd. Your 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. If you are not willing for this to occur, you cannot participate in the promotion.
49. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.
50. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
51. The Co-Sponsors are:
- a. Enstrom PTY LTD trading as Freedom Kitchens (ABN 57 065 441 536) of 1 Wella Way, Somersby NSW 2250
 - b. Residentia Group Pty Ltd trading as Inalto (ABN: 70 600 546 656) of 165-167 Barkly Ave, Burnley VIC 3121.