

Network 10

The Living Room | Beaumont Tiles 2022 Competition

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into The Living Room | Beaumont Tiles 2022 Competition ("Competition") is deemed acceptance of these Terms and Conditions.
2. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009 (the "Promoter").
3. The Sponsor is Beaumont Tiles (ABN 61 007 703 997) of 225 Marion Road, Marleston SA 5033 (the "Sponsor").

Eligibility to Enter

4. Entry is open to all residents of Australia excluding WA, 18 years of age and above. However, employees and the immediate family members of the Promoter, the Sponsor and their associated agencies, trade and companies, or any organisation or individual associated with the provision of the prize(s) are not eligible to enter the Competition. Entrants must be residing in Australia at the time of entry, or their entry may be deemed invalid.

Competition Period

5. The competition commences on **Friday, 22 July 2022 at 12:00 AEST** and closes on **Sunday, 28 August 2022 at 23:59 AEST** ("Competition Period").
6. The Competition will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

7. To participate in the Competition entrants must:
 - a. Go to <https://www.beaumont-tiles.com.au/browse-inspiration/complete-bathroom-packages> and select their favourite Complete Bathroom Package, valued up to \$20,000 and;
 - b. Log on to 10play.com.au/win, nominate their selected package, and register their details. Specific details may vary and may include (but are not limited to) first name, last name, postcode, phone number, email address, gender, and date of birth, in order to become a 10 Play member; and
 - c. Tell us in 25 words or less why you choose Beaumont Tiles.
8. 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 Members' rules at 10play.com.au/terms-of-use.
9. This is a game of skill; chance plays no part in determining the Winner/s. Each entry will be individually judged based on its creative merit to determine the most 'genuine' answer as determined by the judges. 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.

10. Incomprehensible and incomplete entries will be deemed invalid.
11. Entrants who have won any Major Prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this competition, excluding entrants from SA who are eligible to win more than once.
12. A limit of one online entry per day per 10 Play member applies. One membership per person applies.
13. Entries must be received by **Sunday, 28 August 2022 at 23:59 AEST** to be included in the Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize Judging.
14. 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.
15. The Promoter and Sponsor are entitled to use any of the entries submitted in any manner and for any purpose at their absolute discretion, including promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter and Sponsor are entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
16. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Any entry which the judges, at their discretion, deem inappropriate will be invalid. The entrant agrees to indemnify the Promoter and Sponsor for any loss or damage suffered to the Promoter and Sponsor in connection with this clause.
17. The account holder is responsible for any activity and/or entries that have been submitted using their device/s (e.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device/s. The Promoter, and Ansible Pty Ltd, will not be responsible for any loss, damage or costs incurred as a result of a 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. Errors and omissions may 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 Major Prize Winner, the Winner 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 Sponsor 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.

Prize Judging

20. The Winner will be judged from all entries received throughout the Competition Period (Online) and One (1) Major Prize Winner will be selected by a judging panel at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on **Monday, 29 August 2022 from 10:00 AEST**. The Winner will be the entrant who, in the sole opinion of the judges, has submitted the most 'genuine' answer, as specified in clause 9.
21. The Major Prize Winner will be notified by a phone call within two (2) days of judging and in writing by Network 10, and the Winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 31 August 2022**, subject to validation.
22. An entry that is made on behalf of an entrant by a third party will be invalid.
23. If required, an unclaimed prize judging will take place at Network 10 at 1 Saunders Street, Pyrmont NSW 2009 on **Tuesday, 29 November 2022 at 10:00 AEDT**. The unclaimed prize Winner will be notified of their prize by phone, in writing and the Winner's details will be published on the 10 Play website at 10play.com.au from **Thursday, 1 December 2022**.

Prize Details

24. There will be One (1) Major Prize Winner judged from all entries received (Online). The Winner will win the following prize package:

Number	Major Prize Details	AUD Valued up to
One (1) x Major Prize	<ul style="list-style-type: none"> One (1) x Complete Bathroom Package – as seen on https://www.beaumont-tiles.com.au/browse-inspiration/complete-bathroom-packages or create your own or mix and match to suit to the value of \$20,000.00. (winners' choice). <p>If a create-your-own package is preferred:</p> <ul style="list-style-type: none"> - The package must include Haus25 tapware and a Zumi Smart Toilet; - This Prize does not include labour and installation; and - This package is based on the average Australian bathroom being 25sqm of tiles. <p>The Winner can add to the package and pay for the difference if they have a larger tiling space and the package exceeds the maximum prize value of \$20,000.00.</p>	\$20,000.00
TOTAL PRIZE VALUE AT UP TO- AUD		\$20,000.00

25. The total Prize Pool is valued at up to **\$20,000.00** (including GST) at full RRP. The value depends on the Winners' choice of bathroom package, with \$20,000.00 being the maximum value. The Promoter accepts no responsibility for change in prize value between now and the ultimate

prize redemption date. Prize is based on full RRP only and therefore, if goods are on sale at time of purchase, they will be provided at pre-sale price. Items selected must be in-stock standard range items.

26. Prize is valid for 12 months from date of Major Prize Winner judging. The Major Prize Winner must redeem their prize in full within this time period. Any element not redeemed within 12 months will be forfeited in full and the Major Prize Winner will have no further claim to the prize.
27. In acceptance of the prize, the Major Prize Winner acknowledges and agrees that the Beaumont Tiles Complete Bathroom Packages are based on an average Australian bathroom, being 25sqm of tiles, including 4m² floor tiles and 20m² wall/feature tiles plus 15% wastage. Major Prize Winner accepts that pricing is indicative of metro areas and may vary due to freight costs. Installation and decorative accessories are excluded. Packages may change depending on product availability at Beaumont Tiles. From time-to-time products may be deleted, so final contents and pricing will always need to be confirmed with your local store. Price and availability correct as of Monday, 16 May 2022 at 12:00 AEST.
28. In acceptance of the prize, the Major Prize Winner acknowledges and agrees that the prize does not include labour, and these costs are the sole responsibility of the Major Prize Winner. For the avoidance of doubt, labour costs may include, but are not limited to, all trades, electrical, plumbing, carpentry, etc. Further costs may be associated and are the sole responsibility of the Winner.
29. Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the Winner.
30. The Major Prize is non-transferrable. No cash alternative is available for the prize. Prizes must be taken as offered. Any unused portion of the Major Prize are not exchangeable or cannot be redeemed as cash. The Major Prize cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values. The Prize Winner is 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 Major Prize Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Major Prize Winner.
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, subject to any directions given under State Regulation.
33. Neither the Promoter nor the Sponsor is responsible or liable for any damage, delays or loss incurred in transit in the delivery of the prizes.
34. It is a condition of accepting the prize that the Major Prize Winner must comply with all the conditions of use of the prize and the Sponsor's reasonable requirements.
35. If, for any reason whatsoever, a Major Prize 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 Major Prize Winner and cash will not be awarded in lieu of that element of the prize.

36. Personal information about the prize Winner will be shared with the Sponsor, and their agents, to the extent necessary for prizes to be delivered to the prize Winner.
37. If the Major Prize Winner does not provide proof of meeting the age restriction and other valid entry requirements, to the reasonable satisfaction of the Promoter, the Prize will be forfeited in full, and the Major Prize Winner will have no further claim. A re-judge will be held to award the Prize to a valid entrant.
38. Prize 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. Should the Major 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.
40. By accepting the prize, the Winner agrees 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 for the duration of the at the conclusion of the Competition.
41. 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 cause beyond the control of the Promoter, which corrupts or affects 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 necessary, and to cancel, terminate, modify or suspend the Competition, subject to government legislation.
42. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. It is a condition of accepting the prize that the Winner signs any reasonably required legal documentation, including but not limited to a legal release, in the form required by the Promoter .
43. 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 2010* (Cth), as well as any other implied warranties under the *ASIC Act 2001* (Cth) 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 Promoter and the Sponsor (including their 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 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.

44. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate, subject to government legislation.
45. All entries become the property of the Promoter and Sponsor.
46. The Promoter and the Sponsor 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 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, by checking the opt-in tick box on 10play.com.au to receive information and marketing communications from the Sponsor, Beaumont Tiles handle entrant's personal information (e.g. first name, last name, postcode, phone number, email address, gender, date of birth) in accordance with their Privacy Policy which can be accessed at <https://www.beaumont-tiles.com.au/page/privacy-policy>. Beaumont Tiles' 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 Beaumont Tiles by sending an email to marketing@tile.com.au.
48. By entering into the Competition, you consent to the Promoter collecting and using 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 the Sponsor and 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 the 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.
49. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth). By entering the Competition, you (the entrant) are taken to consent to the Promoter's Privacy Policy which contains information, amongst other things, about how the Promoter may collect, use, and access entrants' personal information. The Promoter's Privacy Policy can be accessed in full at: <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights>