

## TERMS AND CONDITIONS – STARON® DESIGN AWARDS

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### 1. Definitions and Interpretation

#### 1.1 Definitions

- (a) **Agreement** means this Terms and Conditions
- (b) **Competition** means the Staron® Design Awards.
- (c) **Promoter** means Austaron Pty Ltd ABN 53 104 756 925 and Austaron NZ Limited NZBN 9429 048 792 370.
- (d) **Entrant** means the person who has submitted an entry into the Staron® Design Awards in accordance with these Terms.
- (e) **Entry, or Entries** means the submitted application.
- (f) **Staron® Design Awards** means the Australian & New Zealand competition organised every year by the Promoter to celebrate designers' knowledge and ability to showcase Solid Surface within the built environment.

#### 1.2 The interpretation of these Terms and Conditions unless it is expressly stated otherwise:

- (a) a reference to a part, clause, annexure, exhibit, appendix or schedule is a reference to a part of, clause of, an annexure, exhibit, appendix or schedule to this Agreement and a reference to this Agreement includes any annexure, exhibit, appendix and schedule;
- (b) a reference to an agreement includes any variation or replacement of that agreement;
- (c) a reference to one gender includes all other genders;
- (d) the singular includes the plural and the opposite also applies;
- (e) if the due date for any obligation is not a Business Day, the due date will be the next Business Day;
- (f) all currency amounts are in Australian dollars;
- (g) headings are provided for convenience and do not affect the interpretation of the documents making up this Agreement;
- (h) unless used for the usual grammatical purpose, inverted commas around a term indicate industry jargon that will be interpreted according to how that term would be understood by an individual with expertise in the relevant industry;
- (i) "include", "includes" and "including" must be read as if followed by the words "without limitation";
- (j) a reference to a clause refers to clauses is a reference to its sub-clauses;
- (k) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (l) agreements, representations and warranties made by two or more people will bind them jointly and severally;
- (m) a reference to any legislation includes any consolidation, amendment, re-enactment or replacement of legislation;
- (n) a person includes the person's executors, administrators and permitted novatees and assignees;

- (o) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (p) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
- (q) no rule of construction will apply to a provision of a document to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it; and
- (r) if any part of the Agreement is invalid, unlawful or unenforceable, the invalid, unlawful or unenforceable part of the Agreement will not apply but the other parts of the Agreement will not be affected.

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## 2. General

- 2.1 Entry into the Staron® Design Awards (“**Competition**”) is deemed acceptance of these Terms and Conditions. Instructions on ‘How to Enter’ and prize information also form part of these Terms and Conditions.
- 2.2 For the purpose of these Terms and Conditions, the Australian promoter is Austaron Pty Ltd, 17/30 Heathcote Road, Moorebank NSW 2170 ABN 53 104 756 925, and the New Zealand promoter is Austaron NZ Limited, 94 Nevay Road, Karaka Bays, Wellington 6022 NZBN 9429 048 792 370 (“**Promoter**”).
- 2.3 The Competition is open to Australia & New Zealand residents aged 18 years or older only (“**Entrant**”). Entry is not open to directors, management, officers, employees and contractors of the Promoter, their associated agencies and companies, and their immediate families. For the purposes of this paragraph, "immediate families" of an employee includes his or her spouse, ex-spouse, de facto spouse, child, stepchild, adopted child, parent, stepparent, grandparent, uncle, aunt, siblings, stepsiblings, or first cousin, whether or not they live in the same household as the director, manager, officer, employee or contractor.
- 2.4 The competition entries open on 12.00am 1<sup>st</sup> November the entries close at 12.00am 30<sup>th</sup> September the following year (“**Competition Period**”). Entries received outside of the competition closing date will be approved for entry at the Promoter’s discretion.
- 2.5 The time of entry will be deemed to be the time the entry is received by the Promoter and not the time of transmission by the Entrant.
- 2.6 This Competition is a game of skill, chance plays no part in determining the winner.
- 2.7 If the entry is a photograph it has to be free of any water marks to be entered into the Competition.
- 2.8 Austaron Surfaces will endeavor to credit the Designer and Photographer wherever possible. Credit will be given as per the Competition Entry details. Entrant must ensure that Entry details are true and correct.

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## 3. How to enter:

- 3.1 To enter the Competition, the Entrant must submit to the Promoter a completed entry application, available at <https://austaronsurfaces.com/staron-awards/>.
- 3.2 Entries must be submitted in accordance with the entry instructions and will not be accepted in any other form.
- 3.3 The Entrant must ensure the Entry includes all of the following:
  - (a) Project name
  - (b) Competition segment
  - (c) Entrant name

- (d) Entrant phone number and email address
- (e) List all Staron® Colour used
- (f) List all Applications in Staron®
- (g) Include detail and project information that captures “why” Staron® Solid Surface was selected for the application.
- (h) All Entries supplied is available in high resolution 300 dpi (This excludes entries supplied for the Concept Category).
- (i) Where the photography is owned by a photographer, the name and contact details of the photographer.

**3.4** The Entrant may enter as many times as they like throughout the Competition Period provided that each entry is unique and original.

**3.5** Once submitted, no changes to or withdrawal of an Entry will be permitted.

**3.6** The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.

**3.7** Any costs associated with entering this Competition are the responsibility of each Entrant.

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## **4. Entrant Warranties**

**4.1** The Entrant warrants that:

- (a) The Entry has been designed and created in Australia and/or New Zealand.
- (b) Only true and accurate information is supplied about all the designers involved in the Entry.
- (c) There are no current media restrictions with the photography supplied in the Entry.
- (d) Where the photography is owned by a photographer, all relevant licences have been granted to the Entrant prior to submission of the Entry.
- (e) Where the photography includes individuals, all relevant consents have been obtained from third persons contained in the image with respect to the use and publication of the image prior to submission of the Entry.

**4.2** An Entrant’s Entry must not be late, incomplete or incomprehensible or contain any content that infringes the rights (including intellectual property rights) of any person or is unlawful, obscene, offensive, indecent, defamatory, discriminatory, libellous, threatening, harassing, hateful, racially or ethically offensive or otherwise

objectionable or inappropriate capable of encouraging conduct that would be considered a criminal offence, capable of violating any law or giving rise to any civil liability.

- 4.3** Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
- 4.4** Entrants must follow the entry instructions and comply with all other applicable requirements during the Competition Period. Entries not completed in accordance with these terms and conditions, and any incomplete or indecipherable entries, will be deemed invalid.

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## **5. Prizes**

- 5.1** There are three cash prizes available in this Competition. Each Prize will be awarded by the Promoter following a judging of all valid Entries received within the Competition Period.
- 5.2** One cash prize is available for each competition segment winner:
- (a) Commercial winner \$2000
  - (b) Residential winner \$1000
  - (c) Concept winner \$250
- 5.3** The Promoter's decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter into this Competition and no correspondence will be entered into.
- 5.4** The Prize Winner will also receive extensive marketing and be featured in the Promoter's digital channels.

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## **6. Notification**

- 6.1** The Promoter will take no responsibility if any Winner's contact details are incorrect or incomplete or a Winner cannot be contacted.
- 6.2** The Promoter reserves the right to appoint a new Winner if an original Winner cannot be contacted or if they cannot redeem their Prize. This new Winner will be appointed by conducting a second judging of the valid Entries, such judging to take place in the same manner and at the same premises as the initial judging on a time and date to be determined by the Promoter.
- 6.3** The judges' decision is final and no correspondence will be entered into regarding it.

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## **7. Licence**

- 7.1** The Entrant grants Contractor a perpetual worldwide, non-exclusive, irrevocable, transferable, royalty free license to all intellectual property contained in the Entry.
- 7.2** The permitted use of the above licence includes but is not limited to the following:
- (a) use the Entry across any communication or marketing platform owned or used by the Promoter;
  - (b) use any of the submitted Entries for any purpose, including (but not limited to) any future promotion, marketing or publicity purposes;
  - (c) to promote the Design Awards, the product or the designer;
  - (d) all Entries may be uploaded onto the Promoter's website; and
  - (e) Entries may also be displayed on the Promoter's blog, Linked in account, Facebook page, Instagram account, Twitter account or any other social media platform and in any digital communications.

(f) All entries may be shared with Staron our Supplier of (the product) for their promotion of the product/project & designer.

- 7.3** Permitted use does not include the sub-licence to a third party to promote and/or market any other product in the photograph.
- 7.4** The Promoter reserves the right to require an Entrant to enter into any documentation on terms acceptable to the Promoter that reflects this obligation.
- 7.5** The Promoter reserves the right to review any Entry before uploading to or publishing that Entry through any publicly visible platform or communication channel. The Promoter further reserves the right to remove, at any time, from any communication channels or platforms on which the Entries have been published, any Entry it deems, in its sole discretion, to be offensive, obscene, defamatory or libelous, threatening, pornographic, hateful, racially or ethnically offensive or not in the spirit of the Competition or in breach of any legislation, regulations or by-laws.

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## **8. Privacy**

- 8.1** The Promoter will collect Entrants' personal information in order to conduct the Competition and also in order to conduct advertisements, publications, media statements and other promotional material associated with the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy, available at </help/privacy>.
- 8.2** Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event that they are a Winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome) and promoting any goods or services provided by the Promoter.
- 8.3** By entering the Competition, the Entrant consents to receipt of any email regarding the Competition and other emails or communications which inform the Entrant of the Promoter's other publications, products, services and events and to promote third party goods and services in which the Promoter considers the Entrant may be interested.
- 8.4** 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 interferes or tampers with the Entry process or if the Entrant is engaged in any unlawful or other misconduct calculated to jeopardize the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

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## **9. No injunction**

All the rights, licences, privileges, and property herein granted to the Promoter are irrevocable and not subject to rescission, restraint or injunction under any circumstances. In the event of any breach of this Agreement or any portion thereof by the Promoter, the sole remedy of the Entrant will be an action at law for damages and in no event will the

Entrant have the right to injunctive relief or to enjoin or restrain or otherwise interfere with the broadcast, distribution, exhibition or other exploitation of the Entry whether by the Promoter or any third party.

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## 10. Release and Indemnity

- 10.1** By entering this Competition each Entrant warrants to the Promoter that their submitted Entry is an original work of the Entrant, does not contain any material which would infringe the rights of any third party, including any copyright, trademark, registered design, patent or any other third-party intellectual property rights.
- 10.2** The Promoter accepts no responsibility and the Entrant is responsible for any claim of loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising from the following events.
- (a) Entrant has provided incorrect information in their Entry;
  - (b) The Entrant has obtained an incorrect, unclear and/or limited licence of a photographer's intellectual property; or
  - (c) Entrant has not obtained a licence to enter the **Staron® Design Awards** as specified in this agreement.
- 10.3** The Entrant agrees to indemnify the Promoter and keep the Promoter indemnified against all claims and costs incurred by third parties arising from a breach of the warranties set out in this clause.
- 10.4** The Promoter accepts no responsibility for late, lost or misdirected Entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way. Incomplete, indecipherable, or illegible Entries will also be deemed invalid and will not be included in the Competition. All Entries are deemed to be received at the time of receipt by the Promoter and not the time of transmission by the Entrant. The Promoter cannot accept responsibility for any Entry not received. The Promoter assumes no responsibility for any failure to receive an Entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches.
- 10.5** Any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
- 10.6** Despite anything to the contrary in these Terms and Conditions, errors and omissions may be accepted at the Promoter's complete discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10.7** The Promoter's decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter into this Competition and no correspondence will be entered into.

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## 11. Liability of the Promoter

- 11.1** Except for any liability which cannot be excluded by law, the Promoter and its associated companies are not responsible for and exclude all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising from or in any way connected with this Promotion, including:
- (a) Any problems or technical malfunction (whether or not under the Promoter's control) of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to Entrants or any other person's property related to or resulting from participation in this Competition;

- (b) Any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Competition, or by any technical error that may occur in the course of this Competition;
- (c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or third part interference or unauthorised access to or alteration of entries or entrant's details;
- (d) any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter);
- (e) any tax liability incurred by a Winner or entrant (independent financial advice should be sought);
- (f) participation in this Competition; or
- (g) cancellation of this Competition.

**11.2** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees or implied warranties as provided under the Competition and Consumer Act 2010 (Cth) or any other applicable consumer protection laws.

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## **12. Termination**

This Competition, or any part or aspect of it, may be changed, varied or withdrawn at any time without prior notification. In the event of any dispute, the Promoter will be the sole arbitrator and its decision will be final (subject to any laws that may apply).

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## **13. Severance**

Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

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## **14. Jurisdiction**

These Terms and Conditions are governed by, and are to be construed in accordance with, the laws enforceable Queensland, Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland, Australia and any court hearing appeals from those courts.

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## **15. Entire Agreement**

These Terms and Conditions embody the entire agreement between the Promoter and each Entrant with respect to this Competition.

By submitting their Entry into this **Staron® Design Awards** competition, the Entrant hereby acknowledges and agrees with these Terms and Conditions.