

## **CONDITIONS OF ENTRY MERCEDES-BENZ DESIGN AWARD**

1. By participating in the MERCEDES-BENZ DESIGN AWARD promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. The promoter is Broadsheet Media Pty Ltd (ABN 20 131 593 201) of Level 1, 231 Smith St, Fitzroy, VIC 3065, trading as Broadsheet (**Promoter**).
3. The Promotion commences at 17:00 on Wednesday, 7 November 2018 AEST and closes at 18.00 on Friday, 4 January 2019 AEST (**Promotion Period**).
4. Entry is open to only Australian residents living and residing in Australia; who are over 18 years of age.

### **HOW TO ENTER**

5. To enter this Promotion, entrants must:
  - (a) Design an object for use that enhances the dining experience. Whatever you design, it must:
    - (i) Be able to retail for less than \$2,000 including GST;
    - (ii) Suit a living environment
    - (iii) Suit the Australian retailer, Cult, design aesthetic,
  - (b) Go to <http://www.mercedes-benzdesignaward.com.au> and complete the online entry form providing the following information:
    - First name & last name;
    - Phone number;
    - Email address;
    - Postcode & state;
    - Design drawings including any technical and material specifications (file size no more than 5MB); and
    - 100 words about the design including its use.
6. This is a game of skill and chance plays no part in determining the winner
7. Multiple entries are permitted.
8. Entrants can only enter in their own name. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the competition is prohibited and may render all entries submitted by that individual invalid.
9. Entries are received at the time of receipt by the Promoter, and not the time of transmission by the entrant.
10. Employees (and their immediate families) of the Promoter, Cult, Tom Fereday, Adele Winteridge, Mercedes-Benz Australia or of the agencies or organisations associated with this Promotion are not eligible to enter.

### **ENTRY CONTENT**

11. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry

content” includes any content (including text, drawings, designs, images, files, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.

12. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
13. 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.
14. 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 (including, without limitation, any copyright, trade mark, patent, moral right or other intellectual property right) of any person or is obscene, offensive, defamatory, 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 Conditions of Entry.
15. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant’s entry if deemed offensive.
16. By submitting an entry to the Promotion, each entrant grants the Promoter and Mercedes-Benz Australia/Pacific Pty Ltd and/or any other company within the Daimler Group of Companies (collectively Mercedes-Benz) a licence to use their entry in connection with the Promotion by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things. By submitting an entry to the Promotion, the winning entrant understands and agrees to assign the manufacturing and distribution rights of their entry to Cult Design.
17. By submitting an entry to the Promotion, the winning entrant understands and agrees to assign temporary copyright of their entry to Cult Design (subject to a separate agreement between the winner and Cult Design).

## **JUDGING AND PRIZES**

18. Entries will be judged by a judging panel, including representatives of Broadsheet, Mercedes-Benz and Cult Design. Entries will be judged on originality, creativity and the design that best reflects the Cult Design ethos and style.
19. Judging will take place at Level 1, 231 Smith St, Fitzroy, Victoria 3065 at 16.00 (AEST) on Thursday, 10 January, 2019.
20. The best entry, as determined by the judges, will receive:

- Mentorship in the form of face to face, or phone calls with our “mentor panel” (valued at up to \$3000)
  - Cult Design will provide mentoring for development of the product (valued at up to \$3000).
  - Cult Design will provide the material and resources to develop the first prototype (valued at up to \$3000 depending on the type of materials required to develop the prototype).
  - Cult Design will produce and manufacture a minimum of 25 units of the final product, and will retail the product via its stores (money can’t buy).
  - A Mercedes-Benz on loan for 2019. (money can’t buy)
21. The total value of the prize is up to \$9,000 (including GST, depending on winner’s place of residence).
  22. The Mercedes-Benz model to be loaned to the winning entrant will be at the absolute and sole discretion of Mercedes-Benz, and is subject to the winning entrant entering into a loan deed comprising the terms and conditions on which the vehicle is to be loaned.
  23. Prize values are estimations as provided by the supplier and are correct at the commencement of the Promotion. The Promoter accepts no responsibility for any variation in prize value following the commencement date.
  24. The entrants who submit the best four (4) entries (as determined by the judges) will be invited to attend an awards ceremony to be held in Sydney on Thursday, 28 February 2019. The four (4) finalists will be flown from the nearest Australian capital city airport to their place of residence to Sydney, New South Wales and provided accommodation for one (1) night (flights + accommodation up to the value of \$800 incl GST, depending on their place of residence) by Mercedes-Benz + Broadsheet. Note flights and accommodation allowance does not apply to metropolitan Sydney residents.
  25. On this evening, the winner will be announced, and will be given instructions they must follow to claim their prize. If the winner is not able to attend the awards ceremony, these instructions will be emailed to them, using the email address provided on the entry form. It is the responsibility of the winner to follow the instructions provided to claim their prize.
  26. The prize is non-transferable, non-refundable, cannot be sold, exchanged for cash or redeemed at a later date.
  27. In the event for any reason a winner does not take an element of the prize by the time stipulated then that element of the prize will be forfeited by the winner and no cash (or other alternative) will be supplied in lieu of that element of the prize.
  28. If the finalists cannot be contacted by 5pm on Friday 11 January 2019, the Promoter has the right to select a new winner on Monday 14 January 2019.
  29. Prototyping of the winner’s design will take place between Monday, 4 March 2019 to Monday 3 June 2019. The winner must make themselves available to work with Cult Design on the prototyping of their design between these dates and no other dates are available. The winner is not required to work from or be physically present at Cult Design offices during this time period. Development of the prototype may be conducted via correspondence, however a face-to-face meeting with Cult Design at their Melbourne or Sydney office is preferred, travel and accommodation costs associated with this meeting(s) are to be incurred by the prize winner. Profits generated by the sale(s) of the product created and sold as a result of this competition will go to Cult Design, unless otherwise agreed.
  30. Any travel bookings cannot be changed once the booking has been confirmed by the Promoter, Mercedes-Benz or its agents with the prize winner.
  31. 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 applicable laws.

32. The winner is responsible for all other expenses not included in the prize description, including accommodation, spending money, meals, beverages, transfers, laundry charges, activities (unless specified), incidentals, gratuities, services charges, travel insurance, incidental costs or any other costs of a personal nature not stated and all other ancillary costs. If the winner is a Sydney resident, then the prize does not include airfares or accommodation and the airfare + accommodation component of the prize is forfeited and no cash (or other alternative) will be provided.
33. It is the responsibility of the winners to ensure they are checked in for their flights, and arrive at the airport, at the time specified by the relevant airline carrier. The Promoter is not responsible for any costs associated with the winner missing any of their flights.
34. It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.
35. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances however, it does not form part of the Prize and is not provided by the Promoter and/or Mercedes-Benz.
36. 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.
37. Royalties will not be paid for the first 25 items produced, but will come into effect for any subsequent production - subject to agreement between Cult Design and the winning designer.

## **GENERAL**

38. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
39. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
  - (a) fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - (b) tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
  - (c) submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
  - (d) acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
  - (e) engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion, Promoter, Mercedes-Benz or Cult. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.

40. All entries will be the property of the Promoter (excluding intellectual property rights, other than as permitted by these Conditions of Entry) and will not be returned.
41. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize.
42. If for any reason any aspect of this Promotion does not run or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to applicable law.
43. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves.
44. The Promoter and Mercedes-Benz and associated agencies and companies 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.
45. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
46. The Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

### **PERSONAL INFORMATION AND PRIVACY**

47. Information provided by entrants will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to Mercedes-Benz, companies and agencies connected with this Promotion and to relevant authorities, and the winner's name and State/Territory of residence may be published in accordance with these Conditions of Entry and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <http://www.broadsheet.com.au/melbourne/info/privacy-policy>.
48. You can contact the Promoter's Privacy Officer if you would like the details of the personal information that the Promoter may hold about you or if you would like to be corrected. Our Privacy Officer's contact details are:  
  
Privacy Officer  
Level 1, 231 Smith St  
Fitzroy, VIC 3065
49. At the time of entry participants in this competition will be given the option to consent (opt-in) to their personal information (first name, last name and email address) being provided to Mercedes-Benz for direct marketing purposes. If the entrant has consented (opted-in) to receive electronic commercial messages from Mercedes-Benz, Mercedes-Benz may, for an indefinite period, unless and until otherwise advised by

an entrant to the contrary (e.g. through the use of an unsubscribe facility), use the entrant's personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic commercial messages (e.g. email, SMS, MMS and IM) or telephoning the entrant.

50. Entrants' personal information provided to Mercedes-Benz will be handled in accordance with Mercedes-Benz's Privacy Policy available at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au). Entrants can request access and correction of their personal information by contacting the Mercedes-Benz Privacy Officer at 44 Lexia Place, Mulgrave, Victoria, 3170 or by calling (03) 9566 9266.