

Terms and Conditions for House of the Year Entrants

All entrants in the 2010 House of the Year, shall be bound by these Terms and Conditions.

ENTRIES

1. Only 'Full Contract' and 'Managed Labour Only' contracts are eligible for entry in the competition. 'Labour only' contracts are not eligible for entry, with the exception of homes that builders personally reside in.
2. A 'Managed Labour Only' contract is defined by Master Build Services "where the Registered Master Builder is the head contractor having full management supervision and control of the works, including arranging supply of materials, and engaging of sub trades on the owners behalf." 'Managed Labour Only' contract entries must have contract status and values verified by a designated representative from the local Association prior to the competition closing date.
3. All entries must be received by Friday 26 February 2010 for hard copy entries and Sunday, 28 February 2010 for online entries, and fees paid in full prior to commencement of local judging. Entry fee details can be obtained from local Registered Master Builders Associations, and include the local entry fee (to be set and advised by Associations) AND national entry fees.
4. Entries must be submitted to the local Association in which the property is built, with the exception of Southern Region which combines the Associations of Gore, Southland and Otago – these shall be treated as one region. Southern builders, who build outside of this region, must enter in the Association that the property is built. In the first instance, any boundary issues shall be mutually agreed by the Presidents. Should there remain any dispute in respect to location of the property the National Management Committee will make a final and binding ruling.
5. Incomplete entries will not be accepted. Entries become final on completion of local scrutineering and verification by the Registered Master Builders Federation.
6. Entries are limited to three per member per category per Association (unless one or more Associations merge competitions which shall then be treated as one Association).
7. Entries must have been built by a current financial member of a Registered Master Builders Association and/or the Registered Master Builders Federation. If the member is suspended, expelled or resigns during the competition their entry will be immediately withdrawn from the competition.
8. All entries must have been completed within two years prior to Sunday, 28 February 2010. The completion date shall be that advised to Master Build Services Limited or the date of occupation, whichever occurs first.
9. Entrants must gain consent from the property owner, who must also agree to reasonable promotion of the entry in the event of it winning an award. Property owners' anonymity and privacy will be respected at all times. Owners will stipulate whether they would like their names included in event scripts or on certificates. All entries are entered on the basis of progressing to the national competition. Entries may not be accepted for local competitions only.
10. All entries must have a valid Master Build Guarantee taken out and accepted in accordance with the rules of Master Build Services Limited (except for work under \$25,000). Exceptions to this condition must be approved by the Registered Master Builders Federation.
11. Properties that fall outside the Master Build Services Guarantee criteria, but which meet all of other House of the Year criteria, may be entered (e.g. homes over three stories).
12. Where applicable all entries must include the Master Build Guarantee number and the builder's Registered Master Builders Federation membership number.
13. All entries must have a Code of Compliance Certificate or Certificate of Practical Completion issued by a Registered Architect or independent third party prior to commencement of judging. (N.B. Some Associations may require this verification at the time of entry.) Exemptions may be granted in exceptional circumstances.
14. All entries will be subject to scrutiny by a nationally approved scrutineer to ensure entry into the correct category.
15. All entries must include verification of the contract value as per the inclusions/exclusions on the Entry Form. This could include, but is not limited to, copies of contracts, final accounts and floor plans.
16. If an entry is found by scrutineers to be significantly below building cost (i.e. the dwelling could not be replicated at the time of construction allowing for a builder's normal costs and margins) then the entry shall be moved to a category that represents a fair construction cost for its location (ref Clause 34.).
17. All scrutineer forms will be submitted by local Associations to the national office for filing. All copies of the contract verification documents should be destroyed at the conclusion of the national event.
18. All entries will be photographed as per arrangements made by each Association, to meet minimum photographic standards. This may take place during local judging or at a time negotiated and agreed with the entrant and owner. These photographs will be used for media and publication purposes, display boards and be provided to builders on request.
19. Entrants may not use or endorse the House of the Year brand and/or wordtype in association with a competitor products/company of the House of the Year and Commercial Project Awards family of sponsors. If awarded a Quality Mark, award recipients must comply with the Terms and Conditions of use and continue to protect the client's

confidentiality. If an award winner, entrants must correctly attribute the actual award in any promotion or advertising. The wording 'House of the Year winner' is insufficient.

CATEGORIES

20. Entries built or renovated by members for themselves are only eligible for entry in the Nulook Builder's Own Home Award. This is a special category for homes in which the builder has a personal interest – his/her own home. This category excludes those homes built by the builder for their siblings or family members. Sibling or extended family member homes should be entered into the relevant New Home category and must be submitted with an independent QS report to validate contract price. If the builder's own home is sold after the close of entry, it will remain in the Nulook Builder's Own Home category for the purpose of the competition. The only exception are builder's own homes which may be entered into the Sustainable Home Awards ONLY, or entered into both the Builder's Own Home and Sustainable Home categories (i.e. a secondary entry in sustainable homes – ref clause No. 28).
21. Entrants in the Nulook Builder's Own Home Award, James Hardie Show Home Award; Commercial Project Awards; and builder's own homes and show homes entered into the Sustainable Home Awards, are not eligible for either local or national PlaceMakers Supreme Awards.
22. Entries will only be accepted in the PlaceMakers Renovation categories if before and after floor plans are supplied with the entry. Before and after photographs are requested if you are able to supply them.
23. Renovations are defined by the building consent and must have a minimum of 50m² or 25%, whichever is the lesser, of the original walls and floor retained, and are eligible for the Renovation of the Year title – winner of the PlaceMakers Renovation Supreme Award.
24. Show homes and spec homes built primarily for show home purposes can only be entered in the James Hardie Show Home category. Show and display homes can be sold and leased back to the entrant but must be open to the public for a minimum of 20 days per month (and for at least four days per week) for a period of three months, and may or may not have been lived in at the time of entries closing on Sunday 28 February 2010. If the show home or spec home is sold for residential purposes before or after the close of entry, it will remain in the James Hardie Show Home category for the purpose of the competition. The only exception are show homes which may be entered into the Sustainable Home Awards ONLY, or entered into both the Show Home and Sustainable Home categories (i.e. a secondary entry in sustainable homes – ref clause No. 28).
25. Spec homes not built for display purposes may be entered into the relevant New Home category provided each entry is submitted with an independent QS report to validate the contract price.
26. Commercial buildings are defined as those for which building consents have been issued, the primary use is non-residential with a commercial purpose, and they do not qualify for a Master Build Guarantee. Refer separate entry kit and forms.
27. Properties that have previously judged and/or received an award may not be re-entered, with the exception of new renovations.
28. Sustainable Home entries may be primary (i.e. only in this category) or secondary entries (i.e. entered in another category also, e.g. New Homes or Builder's Own Home). All entries incur a national judging fee with all sustainable home entries being judged by a specialist panel. Sustainable Homes are eligible for the PlaceMakers Supreme Award for New Homes, or the PlaceMakers Supreme Award for Renovations, with the exception of those that are Builder's Own Homes or Show Homes (ref clause No. 21)

JUDGING AND SCRUTINEERING

29. Judges, scrutineers, coordinators, and photographers are required to complete a confidentiality clause as part of their involvement in the competition.
30. The judges' and scrutineers' decisions are final and no correspondence will be entered into.
31. Judges and scrutineers have the right to disqualify entries.
32. The builder or a technical representative of the builder must be present on-site during the judging. A sales representative is insufficient to address any queries the judges may have.
33. Entrants must make their property available for judging within the nominated judging period. Only significant events shall result in rescheduling of judging times and dates at the discretion of the Management Committee.
34. Scrutineers must be satisfied that an entry is in the correct category before judging begins. Judges and scrutineers have the right to move entries into other categories or disqualify entries if they believe they have been entered in the incorrect category. Entrants will be notified of the judges' or scrutineers' decision prior to judging commencing. Judges have the right to move an entry following judging, providing the entrant is notified of the decision in a timely manner.
35. All entrants must provide a photocopy of a map outlining directions to their property to assist judges.
36. Entrants and owners shall not contact judges for direct feedback on the judging process or results. Failure to adhere to this Term and Condition of entry could result in disqualification from the competition or submitting future entries.

GOLD, SILVER AND BRONZE RECIPIENTS AND LOCAL CATEGORY WINNERS

37. Gold, Silver and Bronze awards, together with Category Winners will be awarded locally, and more than one Gold, Silver or Bronze Award may be given in any category.
38. Bronze Awards are given to entrants whose entries are judged to be at least 50% higher than industry standard. Silver Awards will be given to those builders whose entries are judged to be at least 65% higher than industry standard and Gold Awards at least 80% higher than industry standard. Industry standard will be set by the Management Committee.
39. Local Category Winners will be awarded to the entrant with the most points in the category, provided that the entrant is a recipient of a Bronze Award.
40. Supreme Awards (Renovation of the Year and House of the Year) can only be awarded to Gold Medal winners.
41. The Top 100 Gold Award recipients, including the top three in each category, will progress to National Gold Reserve Award status.
42. Quality Marks may be used only by the company that has won the award and only used as per the associated guidelines and in conjunction with the Registered Master Builders Federation's brand guidelines, in particular as they relate to franchisees. Use is restricted to the company that received the award and cannot be passed on to another company or extended to associate companies or franchises/franchisees.

NATIONAL GOLD RESERVE AWARD RECIPIENTS

43. Builders agree to participate in an un-paid media/promotional programme (e.g. press, TV interviews etc). National Gold Reserve Award recipients agree to participate in television production, as required.
44. National Gold Reserve Award recipients are required to pay a national entrant fee for costs associated with the national competition and gala event. This cost includes one gala dinner ticket, one night's accommodation and travel costs as agreed by the Registered Master Builders Federation as well as a contribution to national judging. Please note there will only be one charge per builder, irrespective of the number of properties that receive National Gold Reserve Awards. This National Gold Reserve Award recipient fee will be invoiced on selection as a National Gold Reserve Award recipient.
45. Should a Gold Reserve finalist be unable to proceed to the national competition (i.e. their owner removes permission for the property to continue) the company shall retain their Gold Reserve Award status but not be judged or considered for a national title.
46. National Gold Reserve Award recipients (or a representative from their company) will be required to attend the national gala event in Auckland in November 2010.

GENERAL

47. Any grievances or complaints must be submitted in the first instance in writing to the House of the Year Team Leader who will forward them to the Management Committee for review, comment, consultation and resolution.
48. Any entrant failing to comply with these Terms and Conditions or behaving in an unprofessional manner as per the Registered Master Builders Federation's code of ethics, may be disqualified from the competition or face disciplinary action under the rules of the Registered Master Builders Federation.
49. The House of the Year Management Committee of the Registered Master Builders Federation reserves the right to amend these Terms and Conditions or issue binding rulings on any matter not included in these Terms and Conditions. Such decisions shall be final.