

Gaggenau 'Kitchen of the Year' Design Contest Conditions of Entry and Participation

1. Below are the Conditions of Entry and Participation (**Conditions**) for the Gaggenau 'Kitchen of the Year' Design Contest (**Contest**) including eligibility, age limits, exclusions, details of how to enter the Contest and prizes to be won. Participation in this Contest constitutes acceptance of these Conditions.
2. **Promoter** means BSH Home Appliances Pty Ltd (ABN 22 109 198 405) of 1555 Centre Road, Clayton, Victoria, Australia 3168, telephone 1300 729 885.

Details of Contest

3. **Contest Period** means the period commencing 21 October 2024 9.00am AEDST until 20 April 2025 at 11.59pm AEDST.
4. Design and build a fully functional:
 - (a) luxury home kitchen; or
 - (b) multi-residential kitchen,featuring at least three Gaggenau major domestic appliances (including, but not limited to, ovens, combi-microwave ovens, microwaves, combi-steam ovens, cooktops, rangehoods, dishwashers, refrigeration appliances, wine cabinets).
5. The kitchen floorplan must measure 150 meters square or less.
6. The project can be a renovation, alteration or new fit-out.
7. The design and construction of the project must be completed between 1 May 2023 and 30 April 2025.
8. Showroom, retail, commercial, hospitality, pub, recreational, educational and other non-residential kitchens are not eligible.
9. Entries received after the Contest Period will not be eligible to enter the Contest.

Eligibility

10. Entry is only open to Australian residents with a residential address in Australia or New Zealand, aged 18 years or over at the date of entry (**Eligible Entrant**). Employees (and their immediate families) of the Promoter and agencies associated with this Contest are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
11. The Contest is open to professional kitchen designers, architects, interior designers, builders, remodelers, developers etc. that are / were involved in the design and / or build of the kitchen.
12. Eligible projects must not have been submitted in past Gaggenau 'Kitchen of the Year' Design Contests.

How to Enter

13. To enter, Eligible Entrants must, during the Contest Period:
 - (a) visit the Gaggenau Kitchen of the Year Entry Portal (**Portal**) at: <https://www.gaggenau.com.au/for-professionals/kitchen-of-the-year-contest-2025>
 - (b) using the Portal, submit a minimum of three and a maximum of ten high-resolution photographs of the project;
 - (c) using the Portal, submit the floorplan for the kitchen;
 - (d) using the Portal, submit a written description of the project providing:
 - i. background information on the project;
 - ii. specification list of all kitchen appliances used including, product, brand and supplier(s);
 - (e) using the Portal, correctly fill in and submit all requested details including the Eligible Entrant's name, the name(s) of their organisation and the name(s) of Contributors (as defined at Condition 53(c)).
14. Submissions must be in English and cannot exceed 3000 characters.

Nature of the Contest

15. Eligible Entrants will be placed into one of the following two **Categories** based on the nature of the project:
 - (a) luxury home kitchen; or
 - (b) multi-residential kitchen.
16. Each Category will have a shortlist of six successful entries.
17. Of the shortlisted Category entries, one winner and one runner up will be selected from each Category.
18. All shortlisted Category entries will automatically go in the running for the "Best of the Best" National Winner Award.
19. Shortlisted Category entries will be re-judged and one entry will be named "Best of the Best" National Winner.
20. Eligible entries will be judged based on how well they meet the judging brief and judging criteria including, but not limited to, best use of Gaggenau appliances, overall visual appeal, creativity, strong elements and principles of design.
21. The judging panel will consist of representatives from and / or, nominated by, the Promoter.
22. All votes and decisions of the judging panel are final.

23. Judges can submit their own projects but will be excluded from judging their own projects.

Prizes

24. Each Category winner and runner-up will receive one culinary experience for two people within Australia, the prize includes: two domestic return economy airfares, two nights' twin-share accommodation in a 5-star hotel and hotel transfers up to the value of AUD\$5,000.00. Any other elements of the prize and / or personal extension to the trip e.g. spending money, additional meals, travel insurance, additional transport and transfers and / or taxes etc. and all other ancillary costs incurred as a result of taking this prize, unless specified as included, are not included and remain the responsibility of the prize winner(s).
25. The "Best of the Best" National Winner will win an exclusive trip to Europe for two people in April 2026, the prize includes: two return business airfares to Europe, seven days in Europe including one Gaggenau factory tour at Lipsheim, France, one culinary experience for two people, six nights' twin-share accommodation in a 5-star hotel and hotel transfers up to the value of AUD\$40,000.00. Any other elements of the prize and / or personal extension to the trip e.g. spending money, travel insurance, additional meals, additional transport and transfers and / or taxes etc and all other ancillary costs incurred as a result of taking this prize, unless specified as included, are not included and remain the responsibility of the prize winner(s).
26. Prizes (or any part of a prize), are not transferable, assignable or exchangeable and cannot be taken as cash, cheque or electronic transfer.
27. The Promoter accepts no responsibility for any variation in the value of any prize(s).
28. If the prize(s) (or any part of a prize) is unavailable, for whatever reason, the Promoter, in its sole discretion, reserves the right to substitute the prize(s) (or part of the prize(s)) for a prize of equal or greater value and / or specification, subject to any written directions from a regulatory authority.
29. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize (if any) and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

Winner Announcement

30. Shortlisted Category entries will be announced by publishing their name on <https://www.gaggenau.com.au/for-professionals/kitchen-of-the-year-contest> on 31 July 2025. Shortlisted Category entrants will also be notified via telephone and / or email.
31. The "Best of the Best" National Winner, Category winners and runner-ups will be announced at the Gaggenau Kitchen of the Year Event and by publishing their name on <https://www.gaggenau.com.au/for-professionals/kitchen-of-the-year-contest> in September 2025. Winners and runner-ups will also be notified via telephone and / or email.
32. If, despite reasonable attempts, the Promoter is unable to contact a winner or runner-up by 5:00pm AEDST on 31 October 2025, the winner or runner-up (as applicable) will be deemed to have forfeited the prize with no compensation or other prize payable in lieu and the Promoter will re-judge the Contest as necessary to award the relevant prize to a new winner.
33. If a winning or, runner-up entry is deemed to not comply with these Conditions, the entry will be discarded and a new winner or runner-up (as applicable) will be determined by the judging panel.

"Best of the Best" National Winner Requirements

34. The "Best of the Best" National Winner must upload at least one Instagram in-feed post with the tag @gaggenauofficial, hashtag #GaggenauKitchenoftheYear and #GaggenauKitchenContest and must clearly state that they are the National Winner in the Gaggenau 'Kitchen of the Year' Design Contest.
35. The "Best of the Best" National Winner must upload at least three Instagram story frames with the tag @gaggenauofficial and clearly state that they are the National Winner in the Gaggenau 'Kitchen of the Year' Design Contest.
36. The "Best of the Best" National Winner must upload at least one LinkedIn in-feed post with the tag @BSH Home Appliances Australia and @Gaggenau hashtag #GaggenauKitchenoftheYear and #GaggenauKitchenContest and must clearly state that they the National Winner in the Gaggenau 'Kitchen of the Year' Design Contest.

Submission Requirements

37. Kitchen floorplans, elevations and CAD drawings may be submitted in addition to photographs. Floorplans, elevations and CAD drawings cannot be submitted without accompanying photographs.
38. Photographs must not include people.
39. Photographs, floorplans, supporting elevations and / or CAD drawings (if any) must be submitted as high-resolution .jpg files (1920 x 1080 is recommended).
40. .jpg files cannot be larger than 20MB.
41. CGI images or renderings will not be accepted.

42. Pixelated images will not be accepted.
43. No third party trade marks / logos / intellectual property are to be shown. The submitted photos must not infringe on third-party rights i.e. images must not deliberately or inadvertently contain another company's trade mark, logo or intellectual property as this may cause the image to be disqualified. Examples to watch for: a trade mark / logo on other household items. The only permitted trade mark or logo is that of Gaggenau. The Promoter may elect to blur incidental third party trade marks or logos in images at its sole discretion.
44. Images and / or text that the Promoter considers offensive or inappropriate will be removed and deemed ineligible.
45. All submissions are final.

Receipt of Entries

46. Entries are deemed to be received by the Promoter at the time the Promoter receives the Eligible Entrant's entry in accordance with Conditions 13 and 14 and not at the time of transmission or completion by the Eligible Entrant.
47. Multiple entries permitted, subject to the following:
 - (a) only one entry per project; and
 - (b) each entry must be submitted separately and in accordance with these Conditions.
48. Entries must include all requested contact details.
49. All entries become the property of the Promoter and cannot be returned.
50. The Promoter does not accept any responsibility for late, lost or, misdirected entries for this Contest.
51. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
52. Any cost associated with accessing the Promotional website is the Eligible Entrant's responsibility and is dependent on the internet service provider used.

Intellectual Property

53. By entering this Contest, Eligible Entrants warrant that:
 - (a) the entry is their original concept;
 - (b) they are permitted, or have otherwise received approval from the owner of the kitchen, to enter the Contest;
 - (c) they are permitted, or have otherwise received approval from the owner(s) of the kitchen's design and any other intellectual property that forms part of the design and materials submitted as part of the Contest, including video, photos and other imagery existing of the kitchen (**Contributors**) to enter the design and those materials in the Contest; and
 - (d) that the design and those materials do not infringe the intellectual property rights of any third party.
54. By submitting an entry, the Eligible Entrant grants and confirms on their own behalf and on behalf of any intellectual property rights holder(s), that they have obtained, in writing, the right to grant the Promoter a non-exclusive, unconditional, royalty free, irrevocable and perpetual licence to use the kitchen's design and any other intellectual property that forms part of the design and materials submitted as part of the Contest in any media, on any platform, for an unlimited period without remuneration for the purpose of promoting the Contest (including any outcome), future Kitchen of the Year contests and promoting any products manufactured, distributed and / or supplied by the Promoter or the Associated Entities.
55. Eligible Entrants consent to the Promoter using the Eligible Entrant's submission, name, likeness, image and / or voice in the event they are a shortlisted entrant, runner-up and / or winner (including photograph, film and / or recording of the same) in any media, on any platform, for an unlimited period without remuneration for the purpose of promoting this Contest (including any outcome), future Kitchen of the Year contests and promoting any products manufactured, distributed and / or supplied by the Promoter or the Associated Entities.

Verification

56. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions, tampered with the entry process or, engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Contest.
57. Errors and omissions may be accepted at the Promoter's discretion.
58. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
59. Incomplete or indecipherable entries will be deemed invalid.

Implied Guarantees:

60. Nothing in these 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 any other similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).

Liability

61. Subject to Condition 60, except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter, its directors, employees, agents and contractors, and the agencies and companies associated with this Contest (**Associated Entities**) 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 in any way out of this Contest, including, but not limited to:
- (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 claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) any variation in the prize(s) to that stated in these Conditions;
 - (e) any tax liability incurred by a claimant;
 - (f) or use of the prize(s).

Modifications

62. If this Contest 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
- (a) to disqualify any Eligible Entrant; or
 - (b) subject to any written directions from a regulatory authority (if any), to modify, suspend, terminate or cancel the Contest, as appropriate.

Privacy

63. The Promoter may collect personal information (**PI**) from Eligible Entrants in order to administer the Contest, for its own marketing purposes and for market analysis. The Promoter may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, offer suppliers. The Promoter will not otherwise disclose an Eligible Entrant's PI unless the Eligible Entrant has been informed or the Eligible Entrant has consented or the Promoter is otherwise permitted or authorised to do so by law. Participation in the Contest is conditional on providing this information.
64. By entering the Contest, unless otherwise advised, each Eligible Entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing, market research / analysis, publicity and related purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages, and telephoning the Eligible Entrant for an indefinite period and use on social media.
65. Eligible Entrants should direct any request to access, update or correct information to the Promoter. The Promoter's privacy policy contains information about how you can access or correct personal information held about you or make a complaint about a privacy breach of the Australian Privacy Principles. The Promoter's privacy policy can be found at www.gaggenau.com.au (follow the 'Privacy' link) or by calling BSH Home Appliances Customer Service on 1300 369 744.

Other

66. Part or all of any provision of these Conditions that is illegal or unenforceable may be severed from these Conditions and the remaining provisions will continue in force.
67. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
68. These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia.

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