

Terms and Conditions For House of the Year Registered Master Builder Entrants

All entrants in the Registered Master Builders House of the Year Awards 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 (refer Builder's Own Home Clause 20).
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 the HOY scrutineer prior to the competition closing date.
3. All entries must be received by the designated entries closing date and **fees paid in full** prior to commencement of local judging. Entry fee details can be obtained via the competition website or from your Regional Branch Manager (RBM). Entries must be submitted online with the exception of the Multi Unit Category which is to be completed using the entry form supplied by the Regional Branch Manager (RBM). Your RBM can assist if needed. 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 (NMC) will make a final and binding ruling.
4. Incomplete entries will not be accepted. Entries become final on completion of scrutineering and verification by the Registered Master Builders Association (RMBA).
5. Entries are limited to three per member per category per Regional Competition.
6. Entries must have been built by a current financial company member of the Registered Master Builders Association. If the member is suspended, expelled or resigns during the competition their entry will be immediately withdrawn from the competition.
7. All entries must have been completed within two years prior to the entries closing date. The completion date shall be that advised to Master Build Services Limited or the date of Practical Completion, whichever occurs first.
8. 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.
9. All entries must have a valid Master Build Guarantee taken out and accepted in accordance with the rules of Master Build Services Limited or a Waiver lodged with MBS. A guarantee or waiver cannot be gained retrospectively. Exceptions to this condition must be approved by RMBA.
10. Properties that fall outside the Master Build Services Guarantee criteria, but which meet all of other HOY criteria, may be entered (e.g. homes over three stories and

those properties with a homeowner letter acknowledging that they did not wish to receive either a guarantee or a waiver).

11. New members are entitled to enter properties provided the property was under construction at the date of their membership being accepted by RMBA.
12. All entries must have a Notice of Practical Completion at the time of entries closing and a Code Compliance Certificate issued by a Registered Architect or independent third party **no later than 3 weeks** (21 days) prior to commencement of judging (thereby providing time for the building company to receive this). All entries will be subject to scrutiny by a nationally approved scrutineer to ensure entry into the correct category.
13. 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, QS report and floor plans.
14. 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 33.).
15. All scrutineer processing will be submitted to the national office via an online process with hard copies to support this sent to the national office with entries. All copies of the contract verification documents should be destroyed at the conclusion of the national event.
16. All entries will be photographed as per arrangements made directly between the builder and the national provider, to meet minimum photographic standards. This will take place separately to the local judging at a time negotiated and agreed with the entrant and owner. These photographs will be used for media and publication purposes, display boards and will be provided to builders no less than one week prior to their regional event.
17. Entrants are welcome to provide their own professional photography. These will be used in AV, publications, web and media providing they meet the HOY photography brief. There will be no discount to the entry fee if photographs are provided and they must be received at the time of entries closing.
18. 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 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.
19. Entrants agree to participate in an un-paid media/promotional programmes (e.g. press, TV interviews etc for local and national competitions if applicable).

Categories

20. Entries built or renovated by members for themselves are only eligible for entry in the 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 includes directors, shareholders and spouses including family trusts. Essentially where there could be a conflict of interest. This category excludes those homes built by the builder for their siblings or extended 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 Builder's Own Home category for the purpose of the competition.

21. Entries will only be accepted in the Renovation categories if **before and after floor plans** are supplied with the entry. Before photographs are required if you are able to supply them.
22. 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 Supreme Award.
23. Show homes and spec homes built primarily for show home purposes can only be entered in the 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 10 days per month (and for at least two days per week) for a period of three months, and may or may not have been lived in at the time of entries closing. If the show home or spec home is sold for residential purposes before or after the close of entry, it will remain in the Show Home category for the purpose of the competition.
24. Spec homes not built for display purposes or show homes that do not meet the display criteria above, may be entered into the relevant New Home category provided each entry is submitted with an independent QS report to validate the contract price.
25. Properties entered into the Group/Volume Builders categories must have been built by a member of a Group Builder Franchise company or by a RMBA member building a minimum of 10 houses per calendar year.
26. Properties eligible to be entered into the Group/Volume Builders categories may also be entered into the relevant new home category but not into both. These properties will only be judged once and results will form part of the existing Gold Reserve selection process.
27. Properties entered into the pan industry Multi Unit category must consist of a minimum of two dwellings (must share an inter-tenancy wall / floor or ceiling and be fee simple or unit titled. They must not be more than 12m in height / maximum 3 levels and will be defined by their external walls. A maximum of 3 entries per entrant is permitted and each unit within a block must have their own Code Compliance Certificate. Properties entered into the Multi Unit category must provide their own professional photography, will be judged once with the results forming part of the existing Gold Reserve selection process.
28. If you have been expelled from RMBA during the last five (5) years you are not eligible to enter the Multi Unit Category.
29. Properties that have previously judged and/or received an award may not be re-entered, with the exception of new renovations.
30. Entrants in the Group/Volume Builders Award, the Multi Unit Award, the Builder's Own Home Award and Show Home Award are not eligible for either local or national Supreme Awards.
31. Entrants in the Multi Unit Award are also not eligible for the Craftsmanship or the Lifestyle Awards.

Judging and Scrutineering

32. Judges, scrutineers, and photographers are required to complete a Confidentiality Agreement as part of their involvement in the competition.
33. The judges' and scrutineers' decisions are final and no correspondence will be entered into.

34. Judges and scrutineers have the right to disqualify entries.
35. All entries are judged solely by a visual inspection solely for the purposes of the House of the Year competition for the benefit of the Registered Master Builders Association and in no way reflects any form of assessment of the house or property for any purpose beyond that or for any other reason.
36. All entrants must have the person in charge of controlling the site at the time of the build present as the time of judging. A sales representative is insufficient to address any technical queries the judges may have.
37. 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 NMC.
38. 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.
39. All entrants must provide a photocopy of a map outlining directions to their property to assist judges.
40. 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

41. 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.
42. Bronze Awards are given to entrants whose entries are judged to be at least 75% of the points available. Silver Awards will be given to those builders whose entries are judged to be at least 82.5% of the points available and Gold Awards at least 90% of the points available.
43. 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 Gold Award.
44. Supreme Awards (Renovation of the Year and House of the Year) can only be awarded to Gold Medal winners.
45. A maximum of 100 Gold Award recipients, including the top three in each category, will progress to National Gold Reserve Award status.
46. 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 Association'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

47. National Gold Reserve Award recipients agree to participate in television production if applicable.
48. National Gold Reserve Award recipients are required to pay a national entrant fee of \$650+gst 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 Association 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 Finalist recipient fee will be invoiced on selection as a National Gold Reserve Finalist.

49. 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.
50. National Gold Reserve Award recipients (or a representative from their company) will be required to attend the national gala event in Auckland in November each year.

Sapphire Award Recipients

49. Achievement of a Sapphire Award is based on a company (which must be the same company in name and substance over the duration of time in which the awards were achieved), achieving three or more regional supreme awards in either renovation or new builds.
50. Recipients must be current financial company members of Registered Master Builders at the time of receiving the award. Those members who have subsequently resigned or retired will not be eligible.
51. Companies are eligible to receive one Sapphire Award only, being the highest accolade that can be achieved in the regional awards programme.

Platinum Award Recipients

52. Achievement of a Platinum Award is based on a company (which must be the same company in name and substance over the duration of time in which the awards were achieved), achieving five or more national titles (category and/or Supreme wins).
53. Recipients must be current financial company members of Registered Master Builders at the time of receiving the award. Those members who have subsequently resigned or retired will not be eligible.
54. Companies are eligible to receive one Platinum Award only, being the highest accolade that can be achieved in the national awards programme.

General

55. Any grievances or complaints must be submitted in the first instance in writing to the House of the Year NMC who will forward them to the Management Committee for review, comment, consultation and resolution.
56. Parties (including RMBA representatives, Judges and Scrutineers) involved in this competition are acting purely for the purposes of this competition. Their involvement, including their assessments, comments and decisions, must not be relied upon for any wider purpose. For example, an award in this competition may not be relied upon by any homeowner or future purchaser as an endorsement of any particular aspect of any dwelling (or if its construction). Likewise, the parties (including RMBA

representatives, Judges and Scrutineers) do not accept any duty of care to any party arising from the parties' involvement in this competition.

57. Any entrant failing to comply with these Terms and Conditions or behaving in an unprofessional manner as per the Registered Master Builders Association's Code of Ethics, may be disqualified from the competition or face disciplinary action under the rules of the Registered Master Builders Association.
58. The House of the Year Management Committee of the Registered Master Builders Association 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.
59. Should an entry be withdrawn, any refund will be based on how far along the management process the entry is at the time of withdrawal and will be addressed on a case by case basis.