

FremantleMedia Australia Pty Ltd

I Own Australia's Best Home Viewer Voting Service

Terms and Conditions

The "I Own Australia's Best Home" (**Programme**) viewer voting service run by FremantleMedia Australia Pty Ltd (**FremantleMedia**) enables viewers to register a vote for their favourite home on the Programme which will be screened on the Lifestyle channel and/or other channels operated by Foxtel Management Pty Ltd (**Foxtel**). Votes can only be registered online via the website www.lifestyle.com.au/besthome (**Website**).

Voting is governed by, and submission of a vote via the Website constitutes agreement to, these Terms and Conditions and voters agree to indemnify FremantleMedia, Foxtel, Mnet Mobile Pty Ltd (**Mnet**) and their respective directors, officers, employees and agents against any damage, cost, claim or loss arising in whole or in part, as a result of such voter's acts, omissions and/or negligence and/or breach of these Terms and Conditions. As voters are bound by these Terms and Conditions, voters should read and fully understand them.

FremantleMedia, Foxtel and Mnet each reserve the right to amend the Terms and Conditions at any time.

1. Subject to clause 2, voting is open to all permanent residents of Australia. Voters under 18 years of age must obtain the prior consent of their parent or legal guardian to lodge a vote.
2. Contestants whose homes are featured on the Programme, and employees (and their immediate family members) of FremantleMedia, Foxtel, Mnet and their associated agencies and companies, are not eligible to vote.
3. Each episode of the first 9 episodes of the Programme shall feature 3 homes (for a total of 27 homes across the Programme). During the Voting Period (as defined below) applicable to each episode, viewers can vote for their favourite home featured in that episode and there will be 1 (one) winning home per episode (**Episodic Winner**). At the expiry of the Voting Period applicable to episode 9 of the Programme, the top 3 homes of the 9 Episodic Winners featured across the Programme will then be featured in the grand final episode.
4. The grand final winner of the Programme will be determined by the judges in the grand final episode. Viewers will not be able to submit a vote for the determination of the grand final winner.
5. The episodes of the Programme are scheduled to be broadcast every Wednesday, commencing 28 September 2016. During each week of the broadcast of the first 9 episodes of the Programme, voting via the Website will open as announced on the respective episode (generally, around 21:20 AEST/AEDT each Wednesday) and close (i) (for episodes 1 to 8) at 23:59 AEST/AEDT the following Monday, and (ii) (for episode 9) at 12:00 AEDT the following Saturday (each a **Voting Period**). FremantleMedia and Foxtel reserve the right to amend the Voting Periods at any stage and for any reason, including, without limitation, due to changes in the broadcast time of the Programme.
6. The opening and closing times for each Voting Period may vary. Under no circumstance will FremantleMedia, Foxtel and/or Mnet accept any responsibility or liability or any other consequence as a result of a viewer submitting a vote prior to the opening, or after the closing, of the applicable Voting Period. This also includes, without limitation, errors and/or omissions made as a result of time differences between time zones in Australia.

7. The time of entry of a vote will in each case be the time that such vote is received by the Mnet database. Votes must be received during the applicable Voting Period.
8. Each viewer will be permitted to submit one vote per Voting Period.
9. It is free to submit a vote. However, any costs incurred by the viewer in submitting the vote (including, without limitation, costs of internet access costs and download fees) will be for the viewer's account.
10. All valid votes will be eligible to enter in the I Own Australia's Best Home Viewer Voting Competition (**Competition**) promoted by Foxtel. Competition terms and conditions are available at **www.lifestyle.com.au/besthome**. Each valid vote will be eligible for one entry into the Competition.
11. Viewers must provide the following mandatory information, after lodging their vote, to be included as a valid entry in the Competition:
 - (a) First name
 - (b) Last name
 - (c) Email Address
 - (d) Street Address
 - (e) Suburb
 - (f) State
 - (g) Postcode
 - (h) Country
 - (i) Phone number
 - (j) Foxtel subscriber status
 - (k) Best Home choice
12. FremantleMedia, Foxtel and Mnet reserve the right to keep all voting tallies confidential. No results, other than what is strictly required for the purpose of the Programme as determined by FremantleMedia at its sole discretion, will be released to the public.
13. Except where not able to be excluded by law:
 - (a) all content for the voting service is provided "as is" and without warranties of any kind, either express or implied,
 - (b) FremantleMedia, Foxtel and Mnet each expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose,
 - (c) none of FremantleMedia, Foxtel or Foxtel warrant that access to the Website will be available, uninterrupted, free from delay or error-free or that any defects will be corrected.
14. FremantleMedia reserves the right in their sole discretion to disqualify or discount:
 - (a) any votes, however cast (or individuals from voting), that tamper with, or attempt to tamper with the Website, the voting service and/or the voting process,
 - (b) any votes, however cast which (or individuals from voting, who) corrupt or affect (or attempt to corrupt or affect) the administration, security, fairness or integrity or proper conduct of a vote, the Website, the voting service and/or the voting process,
 - (c) any votes that FremantleMedia believe to be submitted via an automated process or other than in accordance with the voting process specified in these Terms and Conditions, will be deemed invalid and discounted,
 - (d) any votes that FremantleMedia considers to be manipulative, unrepresentative, disproportionate, obscene or offensive, or

- (e) any votes that FremantleMedia considers to not be in compliance with these Terms and Conditions.
15. Voters acknowledge that FremantleMedia's decision on all matters pertaining to voting and/or the Programme will be final and no correspondence will be entered into on this matter.
 16. All information, text, audio, material, graphics, software and advertisements contained in or forming the voting service (**Content**) are the property of FremantleMedia, its suppliers and/or licensors unless expressly indicated otherwise. The Content is protected by Australian and international copyright and trademark laws. Voters must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way unless expressly authorised in writing by FremantleMedia.
 17. Voting via the Website is not a guaranteed delivery communication tool. FremantleMedia, Foxtel and/or Mnet cannot accept responsibility for any votes not received or for any failure or delay in the delivery of any votes due to technical disruptions, network congestion, network failures or for any other reason. A vote is validated and included in the tally following receipt into Mnet's database from the Website.
 18. If for any reason the voting service and/or the Website is not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the FremantleMedia, Foxtel and/or Mnet which corrupt or affect the administration, security, fairness, integrity or proper conduct of the voting service and/or the Website, FremantleMedia reserves the right, in addition to other rights available to it hereunder, to take any action that may be available, and to cancel, terminate, modify or suspend the voting service, the Website and/or the voting process.
 19. Under no circumstance will FremantleMedia, Foxtel and/or Mnet be responsible for any fault, malfunction, damage or loss suffered by any third party (including viewers) due to unforeseeable circumstances, failure of technical or electrical facilities, strike, lock-out, dispute, illness, act of God, natural disaster, adverse weather conditions, war, riot, civil commotion, accident, epidemic or pandemic, malicious damage, fire, flood and/or storm, compliance with law or governmental order, rule, regulation or direction, breakdown of plant, machinery or transportation or other act or events of a similar or different nature beyond their reasonable control.
 20. FremantleMedia, Foxtel and/or Mnet do not control all of the services relating to the broadcast of the Programme or the conduct of the voting service, and cannot guarantee the broadcast or availability of the Programme, the voting service or the Website will be free from errors or omissions or that the Programme, the voting service or the Website will be available uninterrupted and/or operate in full or as advertised. These services may be suspended temporarily and without notice in the case of any problem with any network or line, system, server, software, or for any technical malfunction or failure, maintenance or repair or for reasons beyond the control of FremantleMedia, Foxtel and/or Mnet.
 21. If a viewer has any queries regarding these Terms and Conditions, he/she may contact Mnet on 1300 851 419.