

## **2019 Terms and Conditions**

### **New Zealand Commercial Project Awards Entrants**

All entrants in the New Zealand Commercial Project Awards shall be bound by these Terms and Conditions.

#### **Entries**

1. All entries must be received by the stated date for competition entries closing, and fees paid in full prior to commencement of judging. Entry fee details can be obtained at [www.commercialprojectawards.co.nz](http://www.commercialprojectawards.co.nz). Note there are two levels of entry fees:
  - a) under \$5 million in contract value
  - b) and over \$5 million in contract value
2. Incomplete entries will not be accepted. Entries become final on completion of scrutineering and verification by the Registered Master Builders Association.
3. Entries can be submitted by any significant member of the project team e.g. Building Contractor, Architect, Property Owner, Engineer, Project Manager etc.
4. The project team must include a building contractor, the owner and at least one consulting project partner.
5. The building contractor stated on the entry does **not** have to be a current member of Registered Master Builders.
6. All entries must have been completed within two years prior to the stated closing date of the competition. The completion date shall be the date of practical completion.
7. Entrants who are not the property owner must gain consent for entry from the property owner.
8. Property owners must also agree to reasonable promotion of the entry in the event of it winning an award. If requested, property owners' anonymity and privacy will be respected.
9. All entries are entered on the basis of a national competition.
10. All entries must be located in New Zealand.
11. All entries, where a building consent was required, must have a Certificate of Practical Completion or a statement that PC has been achieved at the time of entries closing.
12. All entries must include a contract value (the total cost of the build) as per the Entry Form and a set of typical elevations and generic floor plans (in A3 size).
13. All entrants agree to Registered Master Builders Association contracting a professional photographer at their cost to ensure consistency across the competition. Entrants will be invoiced accordingly. Photographs will be used for media, promotional, advertising, event and publication purposes and therefore must be of a high quality. A copy will be provided to the entrant on completion of the competition.

14. Should you wish to provide your own professional photography we are happy to use this as long as it meets our photography brief. This must be provided no later than 24 November 2019. If these are not received by this date a photographer will be contracted.
15. The Management Committee have the ability to limit the number of entries per individual Organisation at their discretion. This would be communicated prior to entries opening in the year the decision is made.
16. Entrants may not use or endorse the New Zealand Commercial Project Awards brand and/or wordtype in association with a competitor product/company of the national family of sponsors. If awarded a Quality Mark, award recipients must comply with the terms and conditions of use and continue to protect the owners confidentiality.
17. Entries that are withdrawn/cancelled prior to judging taking place will be entitled to a 50% refund of the entry fee. Entries that are withdrawn/cancelled post judging will not be refunded.
18. If photography of an entry has taken place prior to withdrawal/cancellation there will be no refund of the photography fee.

## Categories

19. Commercial projects are defined as those for which the primary use is non-residential (except properties entered in the Residential Category) and have a commercial purpose.
20. The Management Committee have the ability to review and make changes to the Categories as deemed necessary for the benefit of the competition. These changes would be communicated prior to entries opening in the year the decision is made.
21. Special Award Categories cannot be entered separately. All entrants will be judged against the Special Award Category criteria as a matter of course. Special Award Categories may potentially **not** be awarded in any given year of the competition.
22. Projects that have previously been entered and/or received an award may not be re-entered.
23. You can only enter your project in one category

## Judging and Scrutineering

24. All entries will be scrutineered prior to judging. Scrutineers and Judges must be satisfied that an entry is in the correct category before judging begins. They have the right to move entries into other categories if they believe they have been entered in the incorrect category. Entrants will be notified prior to judging.
25. At least one representative from the construction company who is able to answer technical and contractual questions, the owner and a consulting project partner **MUST** be present for on-site judging. As a part of the judging process all nominated team members will be invited to attend.

**NOTE:** It is the **entire project and its team** that are being judged, with a particular emphasis on the role of the entrant

26. Entrants will be required to bring evidence of their H&S performance on the project, and any breaches of environmental requirements with them to their judging appointment.
27. Entrants must make their property available for judging within the nominated judging period and must have **pre-arranged access** to all of the building. We accept that some areas may have issues with security and may not be entered. Only significant events shall result in rescheduling of judging times and dates at the discretion of the Management Committee.
28. Judges are required to complete a confidentiality clause as part of their involvement in the competition.
29. The judges' decisions are final and no correspondence will be entered into.
30. Judges have the right to disqualify entries.
31. Judges also have the right to move an entry between categories following judging, providing the entrant is notified of the decision in a timely manner.
32. Entrants, Property Owners and/or any other member of the Project Team 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.
33. At the end of the competition all entrants will be provided a feedback graph showing how your property performed in the competition. Your entry scores have been graphed to show how they compare against:
  - the total points available in your category
  - the total points available in your value category
  - the average score of other entrants in your category if there were more than two entries

### **Gold, Silver And Bronze Recipients**

34. Gold, Silver and Bronze awards, together with Category Winners will be awarded, and more than one Gold, Silver or Bronze Award may be given in any category.
35. Bronze Awards are given to entrants whose properties are judged to be at least 75% higher than industry standard. Silver Awards will be given to those entries who are judged to be at least 82.5% higher than industry standard and Gold Awards at least 90% higher than industry standard. Industry standard will be set by the Management Committee.
36. Category Winners will be awarded to the highest scoring entrant in their category provided they have won a gold award.
37. The New Zealand Commercial Project of the Year Supreme Award can only be awarded to a Category Winner.
38. Quality Marks may be used only by the named Project Team Members who have won the award and only used as per the associated guidelines and in conjunction with the Registered Master Builders Association's brand guidelines. Use is restricted to the Project Team Members that received the award and cannot be passed on to another company or extended to associate companies or branches.

## **Platinum Award Recipients**

- 39. Platinum Awards will be granted to any Entrant who has won five or more national titles (category wins).
- 40. Where current financial members of Registered Master Builders have achieved national titles prior to 2019, these awards will be recognised in the achievement of having reached the five titles required for a Platinum Award. Those members who have subsequently resigned or retired, will not be eligible.
- 35. Companies are eligible to receive one Platinum Award only, being the highest accolade that can be achieved in the programme.

## **General**

- 36. Any grievances or complaints must be submitted in the first instance in writing to the New Zealand Commercial Project Awards Team who will forward them to the Management Committee for review, comment, consultation and resolution.
- 37. Any entrant failing to comply with these Terms and Conditions or behaving in a manner deemed unprofessional by the Management Committee, may be disqualified from the competition.
- 38. The 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.