

AVID Property Group
Bloomdale Christmas Lights – December 2021

Conditions of entry (Conditions)

- 1 Information about prizes and how to enter the Christmas Lights Competition (**Competition**) forms part of these Conditions.
- 2 By entering, Entrants accept these Conditions. Nothing in these Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
- 3 **Promoter** means Avid Property Group Nominees Pty Ltd ACN 088 212 631 atf Diggers Rest Trust C ABN 83 309 566 430 and its related entities.
- 4 The Competition begins at 1pm (AEST) on Monday, 22 November 2021 and closes at 5pm (AEST) on Monday, 13 December 2021 (**Promotion Period**).

Eligibility

- 5 Entry is open only to Australian residents aged 18 years or older who live in the Bloomdale development (**Entrant**).
- 6 Directors, management and employees of the Promoter, its associated companies or agencies as well as the immediate families of each of these people are not eligible to enter.

How to enter

- 7 To enter, the Entrant must, during the Promotion Period, register their full name, address, mobile and email address to MLoel@avid.com.au
- 8 At the time of entry, the Entrant must include a maximum of two (2) quality photos or/ and one (1) video as a part of their email application. The finalists will be judged from all eligible entries from the photos and videos submitted as part of the entry and the inspection carried out by the judges.
- 9 Entries must be received by the Promoter during the Promotion Period.
- 10 No entries will be accepted after **5pm on Monday, 13 December 2021**.
- 11 The Promoter may accept or reject an entry in its absolute discretion. No correspondence will be entered into with any Entrant whose entry has been rejected. The Entrant has no right of appeal or contest.
- 12 Each Entrant is responsible for the entry they submit and for paying any costs associated with participating in and entering the Competition.
- 13 Entrants are required to have their light displays illuminated for the judging which will take place between **8.30pm, Tuesday, 14 December 2021 and will end Wednesday, 15 December at 9.30pm** with a rain night option for Thursday, 16 December 2021.
- 14 The Promoter encourages Entrants to use solar powered or LED lights to conserve energy.

Entrant's responsibilities

- 15 If the Entrant is not the owner of the property, the Entrant must comply with the terms and conditions of any rental tenancy agreement (if applicable) and, if required, seek written permission from the owner of the property before entering this Competition.
- 16 Entries that are found to have been derived from third party work will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter.
- 17 Each Entrant must create their own entry and only submit an entry in their own name. All photographs and videos comprising the entry, become the property of the Promoter.
- 18 All Entrants agree and will ensure that their installation will stop at their property boundary and not cover the Council verge. Entrants are not to use the footpath, electricity poles, nor any property outside their property boundary for any purpose of their display. If any installation extends past the property boundary, that component will not be considered by the judges in their assessment of the property's installation.
- 19 The Promoter accepts no responsibility for any damage, injury, loss, defect, interruption, destruction, personal or property damage, third party damage, or theft which may occur as a result of entry into this Competition.
- 20 For safety and security reasons, the Promoter recommends that free-standing Christmas lights/props are designed so that they are able to be removed and secured overnight. The security of all aspects of the display is the sole responsibility of the Entrant.
- 21 Displays may be a combination of Christmas lights and decorations only. Entries must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening or is otherwise unlawful. Any entry that at the discretion of the Promoter is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from entering the Competition. The Promoter's decision in relation to any aspect of the Competition is final. No correspondence and/or discussion will be entered into.
- 22 The misuse of electricity can have serious consequences including injury and death. Entrants must ensure that all lighting and equipment used for the purposes of the Competition complies with the safety instructions of the electrical products used.
- 23 Any misuse of electricity or lighting displays may result in the Entrant's disqualification from the Competition.
- 24 The Promoter strongly encourages Entrants obtain electrical inspections of their lighting displays by qualified electricians. Any electrical inspection obtained by the Entrant is the sole responsibility and expense of the Entrant.
- 25 The Entrant should ensure that they are covered by an appropriate level of insurance to enter this Competition. This includes public liability insurance, if applicable.
- 26 Entrants are required to ensure that their lighting display complies with all COVID-19 restrictions and directions. The Promoter takes no responsibility and will not be liable for any failure by the Entrant to comply with any applicable COVID-19 restrictions or directions.
- 27 Failure to comply with the Conditions may lead to immediate disqualification of an entry and withdrawal of prizes.

- 28 The Competition is designed to encourage community participation and the spirit of giving and sharing. Entrants agree to enter the Competition in the spirit in which it was intended and act accordingly.

Judging

- 29 Judging of all eligible entries will be completed by judges appointed by the Promoter. Each judge has the sole discretion to determine the winners of each of the Categories. The judges' decision will be final and the Entrants have no right to appeal or contest the decision of the judge.
- 30 The Promoter reserves the right to disqualify or withdraw an entry at any time if these Conditions are not complied with.
- 31 The Promoter's judging panel will review all valid entries received during the Promotion Period. On the day after the end of the Promotional Period, the judging panel will judge all entries based on creativity and originality. This is a game of skill and chance plays no part in determining the winners. The three entries with the highest scores from the judges will each win a prize. The Promoter's and judges' decisions in relation to all aspects of the Competition is final and no correspondence will be entered into.
- 32 Judging of an entry will only apply to exterior displays and will be assessed from the front of the property.
- 33 The judging parameters for all entries are based on: First impressions; Creative design – attractive use of light and colour; Showmanship – creativity and uniqueness/Christmas theme; Use of non-lighting decorations and Atmosphere.
- 34 Each winner will be **notified in writing on Friday, 17 December 2021**.
- 35 Each winner must claim their prize by return email by no later than **Thursday, 23 December 2021**. In the event of a prize not being accepted or claimed within this time, the winner will be taken to have forfeited their prize and no redraws will be conducted.
- 36 The Promoter may require a winner to verify their entry and may require a winner or their nominee to provide proof of identity, age, purchase or residency at the nominated prize delivery address. Proof considered suitable for verification is at the Promoter's discretion. Failure to provide any of this verification to the Promoter upon request may, at the Promoter's discretion, invalidate any or all of the Entrant's entries.
- 37 If a winning entry is deemed not to comply with these Conditions, the entry will be discarded.

Prizes for winning entrants

- 38 Prizes for the winning Entrants are as follows:
1. First Prize - \$500 Prezzy Gift Card
 2. Second Prize - \$300 Prezzy Gift Card
 3. Third Prize - \$200 Prezzy Gift Card
- Total Prize Pool: \$1,000
- (Prizes).**

- 39 All Prizes are inclusive of GST. The Promoter does not accept any responsibility in relation to any tax implications that may result in winning a prize.
- 40 Prizes are not exchangeable and cannot be redeemed for cash. If, for any reason, a winner does not take an element of the prize at the time stipulated by the Promoter, that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter.
- 41 The Prezsee Gift Card is subject to separate terms and conditions imposed by the issuer. A copy of such terms and conditions can be obtained by visiting <https://www.prezsee.com.au/doc/terms-of-service/>
- 42 Once the Prizes have left the Promoter's premises, the Promoter and its agencies and companies associated with the Competition will not be responsible for any loss or damage to the prize.
- 43 The Promoter accepts no liability to the prize winner(s) or anyone else for any injury, loss, damage or expense incurred as a result of, or in connection with, the Competition.
- 44 The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in connection with:
- (a) the use of the Prezsee Gift Card;
 - (b) any card faults or defects; or
 - (c) if the winner is unable to use the Prezsee Gift Card for any reason including if the Prezsee Gift Card is damaged or lost.

Promoter's Rights

- 45 The Promoter reserves the right to change the Conditions at any time.
- 46 The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, tampers with the entry process not in accordance with these Conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
- 47 The Promoter reserves the right to request winners provide proof of identity, proof of residency or proof that they reside in the Bloomdale development.
- 48 The Promoter reserves the right to refuse an entry if it does not meet the entry criteria or is deemed offensive or inappropriate.
- 49 By entering the Competition the Entrant unconditionally gives the Promoter and any of its contractors and agents, the right to:
- a. take photographs and videos of any of the lighting displays; and
 - b. to use any photos and videos provided by the Entrant as part of the entry to the Competition

in any printed, digital or other form of media (including but not limited to: television, internet (including social media) and electronic mediums, publications, displays, and any other form of media utilised by the Promoter), without charge.

- 50 If, for any reason, any aspect of this Competition is not capable of running as planned, including by reason of COVID 19 or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Competition or invalidate any affected entries.
- 51 The Promoter accepts no liability for any injury, loss or damage that may arise in connection with or as a result of the cancellation, termination, modification or suspension of the Competition.