

# Harvest and Waterford Christmas Lights Competition 2022

## Conditions of entry

1.	<b>Promoter</b>	AVID Residential Estates Pty Ltd (ACN 054 228 929) Level 5, 7 Macquarie Place, Sydney NSW 2000
2.	<b>Entry Restrictions</b>	Entry is open only to Australia residents aged 18 years or older who live in the Harvest or Waterford communities (2 Settlers Blvd, Chisholm NSW 2905) ( <b>Entrant</b> ).  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.
3.	<b>Competition Period</b>	10:00 AM (AEST) on 16 November 2022 to 11:59 PM (AEDT) on 9 December 2022.
4.	<b>Entry Method</b>	During the Competition Period, Entrants must send an email to <a href="mailto:waterford@avid.com.au">waterford@avid.com.au</a> containing the Entrants:  (a) name; (b) address; (c) phone number; and (d) email address; and  enclosing a maximum of two (2) quality photos or/ and one (1) video as a part of their email application of the Entrant's nominated house decorated with Christmas lights and/or any other Christmas decorations.
5.	<b>Winner Determination</b>	The three best valid entries, based on creativity and originality, as determined by the judges (appointed by the Promoter) will each win a prize.  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.  This is a game of skill and chance plays no part in determining the winners. The judging parameters for all entries are based on:  (a) First impressions; (b) Creative design – attractive use of light and colour; (c) Showmanship – creativity and uniqueness/Christmas theme; and (d) Use of non-lighting decorations and Atmosphere.
6.	<b>Prize Details</b>	Prizes for the winning Entrants are as follows:  (a) First Prize: \$500 Prezzy Gift Card (including GST); (b) Second Prize: \$250 Prezzy Gift Card (including GST); (c) Third Prize: \$150 Prezzy Gift Card (including GST);  Each winner will be emailed the prize on <b>Monday, 12 December 2022</b> or make alternative delivery arrangements (at the winner's cost) to receive delivery of the prize.
7.	<b>Prize Pool</b>	The total prize pool is valued at up to \$900 (including GST).

<b>8.</b>	<b>Entry Limits</b>	Entrants may only enter once during the Competition Period. Each entry and photo must be unique and not a duplicate or near duplicate of a previous entry or photo by the Entrant.
<b>9.</b>	<b>Winner Notification</b>	The winners will be announced on <b>10 December 2022</b> on or about 8:50 PM (AEDT) at the Waterford Christmas Carols, to be held at Waterford Sales and Information Centre (2 Settlers Blv, Chisholm NSW 2322). If the winners are not present at the Waterford Christmas Carols the winners will be notified by email on 12 December 2022.

### General terms and conditions

10.	Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
11.	Each Entrant will receive a return email confirming their successful entry into the competition. By entering this competition, Entrants consent to receiving this email.
12.	Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the Entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred in entering the competition. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified.
13.	Any dispute in relation to the eligibility to participate in the Promotion or receive a prize will be determined by the Promoter in its absolute discretion.
14.	The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
15.	This is a game of skill; chance plays no part in determining the winners. Each valid entry will be individually judged (by representatives of the Promoter) based on among other things, creativity and overall design.
16.	Each entry must be the entrant's original work. 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. By entering this competition, Entrants: <ul style="list-style-type: none"> <li>(a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes;</li> <li>(b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;</li> <li>(c) grant the Promoter a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to use their entry (including their photograph) submitted as part of this competition for any purpose;</li> <li>(d) permit the Promoter to edit, adapt and alter their entry for inclusion on the Promoter's promotional materials;</li> <li>(e) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;</li> <li>(f) warrant that any person featured in any photograph has consented to the entrant submitting that photograph into this competition;</li> </ul>

	<p>(g) warrant that their entry contains no virus or other computer code or material embedded in it which may have a negative impact on the Promoter's promotional materials or any network or third party computer systems; and</p> <p>(h) warrant that any persons appearing in their photograph are 18 years of age or older or, if any person is under 18 years of age, that their parent's or guardian's consent has been provided.</p> <p>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.</p>
17.	<p>The Promoter may disqualify or invalidate any entry including (without limitation) if the Promoter is of the view that:</p> <p>(a) the entry does not comply with paragraph 6; or</p> <p>(b) the entry otherwise breaches these conditions of entry.</p>
18.	<p>All vouchers are subject to the terms and conditions, including period of validity, imposed by Prezzee Gift Cards, which can be found at:</p> <p style="text-align: center;"><a href="https://www.prezzee.com.au/policies/terms-of-sale/">https://www.prezzee.com.au/policies/terms-of-sale/</a></p> <p>The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in connection with:</p> <p>(a) the use of the Prezzee Gift Card;</p> <p>(b) any card faults or defects; or</p> <p>(c) if the winner is unable to use the Prezzee Gift Card for any reason including if the Prezzee Gift Card is damaged or lost.</p>
19.	<p>The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their names and images in promotional material.</p>
20.	<p>The Promoter may require winners to provide proof of identity, proof of age, proof of residency or proof that a house is that Entrant's house. Identification considered suitable for verification is at the Promoter's discretion. The winners consent to the Promoter entering their premises for the purpose of verifying that the house they have nominated is their house.</p>
21.	<p>The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.</p>
22.	<p>The Promoter's decision is final and no correspondence will be entered into.</p>
23.	<p>The prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If 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.</p>
24.	<p>If a prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the winner (or the winner does not contact the Promoter) by the Prize Claim Date and Time, the</p>

	relevant winner's entry will be deemed invalid and the Promoter will distribute the relevant prize to the entrant who submitted the next best valid entry.
25.	The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). 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 <i>Competition and Consumer Act 2010</i> (Cth).
26.	Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Prizes will be delivered in Australia only.
27.	The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
28.	If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
29.	The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
30.	<p>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.</p> <p>The Promoter encourages Entrants to use solar powered or LED lights to conserve energy.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Any misuse of electricity or lighting displays may result in the Entrant's disqualification from the Competition.</p>

	<p>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.</p> <p>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.</p>
31.	<p>The Promoter will collect and use each entrant's personal information for the purposes of:</p> <ul style="list-style-type: none"> <li>(a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;</li> <li>(b) providing information to the Participant about the products and services offered by the Promoter and its related companies; and</li> <li>(c) research to improve its products and services.</li> </ul> <p>By participating in the Promotion, entrants consent to the handling of their personal information as described in this paragraph. Any personal information relating to an entrant will be used solely in accordance with current Australian data protection and privacy legislation and in accordance with the Promoter's privacy policy, located at <a href="https://www.avid.com.au/privacy_policy/">https://www.avid.com.au/privacy_policy/</a>. An entrant may access, change, opt out and/or update their personal information in accordance with the Promoter's privacy policy. The Promoter's privacy policy also includes details about how an entrant can complain about a breach of current Australian data protection and privacy legislation and how the Promoter will deal with any complaint.</p>