

TERMS & CONDITIONS

Vasse Estate Christmas Lights 2022

1. Introduction

- 1.1 The following terms and conditions (**Terms**) apply to the Vasse Estate Christmas Lights 2022 (**Competition**).
- 1.2 Entrants warrant that by submitting an entry into the Competition, they have read, understood, and agree to be bound by these Terms.
- 1.3 These Terms will be published on the Promoter's website and Facebook Group Vasse Estate Christmas Lights 2022.

2. Promoter

- 2.1 Vasse Development Partners – Joint Venture of Perron Developments P/L and Stawell P/L
ABN 34 753 217 838 (Promoter) of 4 Plain Street East Perth, Western Australia.

3. Duration

- 3.1 The Competition will commence at 12:00am (AWST) on, Monday 14 November 2022 and will end at 12:00pm (AWST) on Sunday, 18 December 2022 (**Competition Period**).

4. Eligibility

- 4.1 Only homes decorated with a Christmas lights display which are located within the Birchfields and Dawson Estates of the Vasse development area may be entered as part of this Competition.
- 4.2 Entry to the Competition is only open to residents of the Birchfields and Dawson Estates of the Vasse development area, who are:
 - (a) permanent residents of Western Australia; and
 - (b) over the age of eighteen (18) at the time that the prize is drawn.
- 4.3 The following persons are ineligible to participate in the Competition and may not redeem any prizes offered in the Competition:
 - (a) employees and the immediate families of the Promoter, its related bodies corporate, associated sponsors and the suppliers of prizes.
 - (b) a person who is discovered to have used or attempted to use more than one name in entering the Competition.
 - (c) a person who has submitted more than one entry.
 - (d) a person whose entry is incomplete or incomprehensible or whose entry, in the opinion of the Promoter, includes any content which may be or is unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter; and
 - (e) a person who breaches any of these Terms.

5. Method of Entry

- 5.1 To enter the Competition, eligible individuals will need to upload images, videos, and display details of completed Christmas lights display on their home within Birchfields and Dawson Estates, to the Vasse Estate Christmas Lights 2022 Facebook Group.
- 5.2 The entry may consist of a maximum of (5) photos and (1) Video and must include the Christmas Light display street address.
- 5.3 Entries may also be submitted by email to community@vasse.com.au and must include the entrant's full name, address, email, and telephone number. A post will be created on their behalf during the Competition Period and will display the entrant's name and relevant street address of Christmas Light Display.
- 5.4 Entrants must make their street address public to be included in the Vasse Estate Christmas Lights 2022 competition.
- 5.5 Entries received after the Competition Period will be deemed invalid and will not be considered.
- 5.6 If an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter.
- 5.7 The Promoter takes no responsibility for lost or misdirected entries.

6. Selection of Winners

- 6.1 A winner will be selected by the Promoter on Monday, 19 December 2022 by chance draw of the entries submitted during the competition period.
- 6.2 A Community Choice Prize will be selected from the Vasse Estate Christmas Lights 2022 Facebook Group. Votes will be tallied by the greatest total number of likes on the image or video submitted during the competition period.
- 6.3 The first eligible entrant with reference to the time and date of post to the Vasse Estate Christmas Lights 2022 Facebook Group will be selected as winner of the 'First to Enter' Prize.
- 6.4 The Promoter's decision on the three winners is final and no correspondence will be entered into.

7. Prize Details

- 7.1 The winner of the Random Draw Prize will receive selected Vasse Village retailer Gift Vouchers to the value of \$300.
- 7.2 The winner of the Community Choice prize will receive selected Vasse Village retailer Gift Vouchers to the value of \$200.
- 7.3 The first eligible entry will receive selected Vasse Village retailer Gift Vouchers to the value of \$50.
- 7.4 Gift Voucher are subject to the individual retailer's terms and conditions.
- 7.5 The Promoter is not responsible or liable if for any reason beyond its reasonable control any element of any prize is not provided. The Promoter may, but is not obliged to, substitute a different prize of equivalent value in place of any prize offered.

8. Notification

8.1 All winners will be notified at the time of winning by any of the available methods, Facebook direct message, email and or telephone.

8.2 Winners will be shared to the Vasse Estate Christmas Lights 2022 Facebook Group

9. Prize Collection

9.1 Prizes will be delivered by the Vasse Estate Community Development Officer in arrangement with the winners.

9.2 Where the Promoter cannot contact a winner within nine months of the prize draw, the relevant prize will be forfeited to the Promoter and that winner will have no claim or recourse against the Promoter in relation to the forfeited prize.

10. Copyright and Publicity

10.1 All entrants in the Competition:

- (a) undertake to the Promoter that their entry is not in breach of any third-party intellectual property rights.
- (b) grant the Promoter a licence to use their entries in future advertising and publicity; and
- (c) agree that if they are selected as one of the three winners of the Competition, the Promoter may use and publicise their names and their entries for any promotion or matter incidental to the Competition or to the Birchfields and Dawson Estates.

11. Indemnity

11.1 To the extent permitted by law, all entrants release the Promoter from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, or due to some negligent act or omission or otherwise.

12. Privacy

12.1 The Promoter may collect each entrants' personal information for the purposes of providing products or services or information about those products or services, to each entrant. Such products and services may include, but are not limited to, the provision of loyalty cards, the conduct of promotions or competitions, the operation of mailing lists for promotional purposes and for the provision of other services requested by you. Upon contact, the option to opt out of future communications will be available.

13. Failure to Enforce Terms

13.1 A failure by the Promoter to enforce any one of these Terms in any instance will not give rise to any claim or right of action by any other person or entrant. The Promoter will not enter into correspondence in relation to such matters.

14. Termination of Competition

- 14.1 The Promoter may, subject to the regulations of the *Gaming and Wagering Commission Act 1987 (WA)* to the extent that they apply to this Competition, terminate this Competition at any time at its absolute discretion without liability to any entrant or any other person. The Promoter will not award a prize if the Competition is terminated before the end of the Competition Period.