

# Game of Skill Competition – Light it Up Magnolia

## Terms and Conditions

### SCHEDULE

**Competition name** Light it Up Magnolia

**Promoter** AVJennings Properties Limited ABN 50 004 601 503  
Level 3, 11 Brookhollow Avenue, Baulkham Hills NSW 2153

**Entry – residency restriction** Entry is only available to residents of: Magnolia Estate, Hamlyn Terrace

**Entry – age restriction** N/A

**Competition Period** 11:00am AEST) on 22/11/2018 to 10:00am AEST 18/12/2018

### How to enter

One box of lights will be handed out to the first 20 households which register.

The sales consultant or associate will record the name and address of the household when handing out a box of Christmas lights

- To register you must be a resident of Magnolia.
- One box of Christmas lights per household.
- Household must email a photo/s or video of their decorated homes by 10am Monday 17 December 2018 to [swellings@avjennings.com.au](mailto:swellings@avjennings.com.au)
- Those who email their photo or video will consent to the images being used by AVJennings for general corporate and marketing purposes.
- Judging will take place Tuesday 18 December 2018 and the winner will be contacted via email and the photo will be published on the Magnolia Facebook page and AVJennings website.

**Content Criteria** 'What is the best house lights display?

**Are multiple entries permitted?** No

**Displaying entries** Yes. Image or video of their home

### Prize(s) – A Gift card pack valued at \$500

The prize pack must be collected from the Magnolia Sales & Information Centre.  
The prize cannot be exchanged for cash.

**Total number of Prizes** There is one prize to be won for the winning household as part of the Competition

**Total Prize Pool** \$500 Gift Card

**Judges** The Judges of the Competition will be: 2 members for the AVJennings Management Team

**Determining the winner** The entries will be judged, and the winner will be determined, at or around 2:00pm AEST on 18/12/2018 at Level 3, 11 Brookhollow Avenue, Baulkham Hills NSW 2153. The judges' decision will be final and binding with no correspondence entered into.

Judging will take place Tuesday 18 December 2018 and the winner will be contacted via email and the photo will be published on the Magnolia Facebook page and AVJennings website.

**Notifying winner** Within 2 days of the winner being determined, the winner will be notified by phone or email.

**Publishing results** Within 7 days of the winner being determined, the name and suburb (or town) of

The winner will be published at:

[www.avjennings.com.au/magnolia](http://www.avjennings.com.au/magnolia)

[www.facebook.com/avjennings](https://www.facebook.com/avjennings)

### PART A - INTRODUCTION

1. Information on how to enter and Prize details form part of these terms and conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.

4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

#### **PART B - PRIVACY**

5. The Promoter will collect and use each entrant's personal information including images, photographs, videos and other material for the purposes of:

- (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
- (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers; and
- (c) research to improve its products and services.

6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.

7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy <https://www.avjennings.com.au/privacy-policy>

#### **PART C - WHO CAN ENTER THE COMPETITION**

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.

9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

#### **PART D – HOW TO ENTER THE COMPETITION**

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.

11. Not more than one entry per household..

12. Entries must not have been published previously or used to win prizes in other competitions.

13. An entry cannot be modified after it has been submitted.

14. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.

15. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.

16. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.

17. The eligibility of entries is solely within the discretion of the Promoter.

18. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

#### **PART E - PRIZES**

19. Each Prize is not transferrable, exchangeable or redeemable for cash.

20. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.

21. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen. The prize will be given to the representative, held out as such, of the winning household.

22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.

23. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

#### **PART F - HOW THE WINNER(S) ARE DETERMINED**

24. The Competition is a game of skill. Chance plays no part in determining the winner.

25. At the time and date specified in the "Determining the winner" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.

26. The winning entry will be the entry that best satisfy the Content Criteria, as determined by the Judges.

27. There will be only one winning entry. e

28. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.

29. The representative of the winning household will receive the Prize.

#### **PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)**

30. The Promoter will provide the winner with instructions on how to claim their Prize. It is the responsibility of the winner to comply with the Promoter's instructions.

31. The Promoter reserves the right to request the winner to provide proof of their identity and/or proof that they were responsible for the winning entry.

32. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.

33. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

#### **PART H - UNCLAIMED PRIZES**

34. The Promoter will take all reasonable steps to identify and notify the winner in an attempt to ensure that the winner receives their Prize. However, if the winner cannot be identified or does not claim the Prize within three months of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.

35. The winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

#### **PART I – NO LIABILITY**

36. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

37. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:

(a) any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and

(b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.

38. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:

(a) any information they provide in connection with the Competition is provided to the Promoter and not to Instagram or any other social network; and

(b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.

#### **PART J - TERMINATION OF COMPETITION**

39. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws