

# 'AVJennings Community Christmas Competition 2021'

## Terms & Conditions

November 2021

### SCHEDULE

**Competition name** 'AVJennings Community Christmas Competition'

**Promoter** AVJennings Properties Limited ABN 50 004 601 503. Level 4, 108 Power Street, Hawthorn VIC 3122

**Entry - residency restriction.** Entry is only available to residents of: Anise (Bridgeman Downs, QLD), Arbor (Rochedale, QLD), Arcadian Grove (Cobbitty, NSW), Arcadian Hills (Cobbitty, NSW), Argyle (Elderslie, NSW), Cadence (Ripley, QLD), Creekwood (Meridan Plains, QLD), Evergreen (Spring Farm, NSW), Eyre (Eyre, SA), Lyndarum North (Wollert, VIC), Parkside (Bethania, QLD), Riverton (Jimboomba, QLD), St Clair (St Clair, SA) and Waterline Place (Williamstown, VIC)

**Entry - age restriction** N/A

**Competition Period** 9am (AEST) on 1/12/2021 to Midday (AEST) 20/12/21

### How to enter

1. Decorate your home in the spirit of Christmas.
2. Take a photo of your home decorated in the Christmas theme.
3. Upload your photo to your participating community Facebook page, being either; Anise (Bridgeman Downs, QLD), Arbor (Rochedale, QLD), Arcadian Grove (Cobbitty, NSW), Arcadian Hills (Cobbitty, NSW), Argyle (Elderslie, NSW), Cadence (Ripley, QLD), Creekwood (Meridan Plains, QLD), Evergreen (Spring Farm, NSW), Eyre (Eyre, SA), Lyndarum North (Wollert, VIC), Parkside (Bethania, QLD), Riverton (Jimboomba, QLD), St Clair (St Clair, SA) and Waterline Place (Williamstown, VIC) using the hashtags #AVJennings and #AVJcheer. Upload your photo by AEST Midday 20/12/21.
4. Entry best representing the spirit of Christmas as judged by AVJennings will win. Judging will take place with the winner to be decided and announced on or around Midday EST 21<sup>st</sup> December 2021. Both the winner and runner up will be contacted via Facebook Messenger. Finalists will be required to provide their name, their mobile phone number, a valid email address and evidence of residency within a participating AVJennings community.
5. The winner and runner up photos will be published on AVJennings social media, participating AVJennings project Facebook pages and the AVJennings website. The winner and runner up will be required to provide a valid email address so their eGift card can be emailed.

**Content criteria:** Home decoration best representing the spirit of Christmas.

**Are multiple entries permitted?** No

**Prize.** The winning entry will be emailed a \$500 AVJennings Prezzy eGift card. The runner up will be emailed a \$200 AVJennings Prezzy eGift card.

**Determining the winner** The entries will be judged, and the winner will be determined, at or around Midday AEST on 21/12/2021. The judges' decision will be final and binding with no correspondence entered into.

**Notifying winner.** Within 2 days of the winner being determined, the winner will be notified via Facebook Messenger.

**Publishing results** Within 7 days of the winner and runner up being determined, the name of the residents, along with the winning submission photo/s will be published at:

<https://www.avjennings.com.au>  
<https://www.facebook.com/anisebridgeman>  
<https://www.facebook.com/ArborAVJennings>  
<https://www.facebook.com/arcadiangroveAVJ>  
<https://www.facebook.com/ArgyleAVJennings>  
<https://www.facebook.com/CadenceAVJennings>  
<https://www.facebook.com/CreekwoodAVJennings>  
<https://www.facebook.com/EvergreenAVJennings>  
<https://www.facebook.com/EyreAVJennings>  
<https://www.facebook.com/LyndarumNorthAVJennings>  
<https://www.facebook.com/ParksideAVJennings>  
<https://www.facebook.com/RivertonAVJennings>  
<https://www.facebook.com/StClairAVJennings>  
<https://www.facebook.com/WaterlinePlaceAVJ>

## **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. By entering this competition, participants grant permission for AVJennings to share their submitted photographs on AVJennings Facebook, AVJennings Instagram and AVJennings website, together with the AVJennings Facebook project pages belonging to the communities listed in the schedule.
5. 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; find
  - 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, each entrant consents to the use of their personal information and imagery of them and their dwelling 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 family) of the Promoter or its related companies or agencies are not eligible to enter. Immediate family 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, or otherwise unacceptable applying general community standards or 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 one winner and one runner up winner.

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

29. The first nominated 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 and use 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 and the entry imagery 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.