

## 2021 Merrifield Christmas Lights Competition ('Competition'): Terms & Conditions

This Competition is governed by the terms and conditions set out herein. In these terms and conditions, these defined terms have the following meanings:

Judging Panel	Means a person or persons who have been appointed by the Promoter, at the Promoter's discretion, to judge and determine the Prize winners of the Competition.
Eligible Entrant	Means an entrant participating in the Competition who, at the sole discretion of the Promoter and the Judging Panel, satisfies all requirements of these terms and conditions, including but not limited to: <ul style="list-style-type: none"> <li>a. being a Merrifield Resident during the Promotion Period;</li> <li>b. being over the age of 18; and</li> <li>c. submitting an entry form which is legible and which provides valid contact details within the Promotion Period.</li> </ul>
Eligible Entry	Means an entry submitted by an Eligible Entrant.
First Prize	Means a \$1,000 Merrifield City EFTPOS Card.
Merrifield Resident	Means a person who is either: <ul style="list-style-type: none"> <li>a. living in Merrifield during the Promotion Period either as an owner-occupier or renter; or</li> <li>b. a person who has entered into a binding and unconditional contract of sale for a block of land or home in Merrifield (regardless of whether construction has commenced or not) and which is on foot during the Promotion Period.</li> </ul>
My Merrifield App	Means the digital application which may be downloaded by Merrifield Residents on all Apple and Android devices.
Prize	Means a collective reference to the First Prize, Second Prize and Third Prize.
Promotion Period	Means the period commencing at 5pm on 22 November 2021 and ending at 5pm on 15 December 2021.
Promoter	Means Ascotown Pastoral Company Pty Ltd (ACN 116 959 365).
Second Prize	Means a \$500 Merrifield City EFTPOS Card.
Third Prize	Means a \$300 Merrifield City EFTPOS Card.

## **PART A – Entry into the Competition**

1. To validly enter the Competition, an Eligible Entrant must, during the Promotion Period:
  - a. be a Merrifield Resident at the time of entering the Competition and ensure all Christmas decorations and lights are contained within their property boundary only;
  - b. download the My Merrifield App at the time of entering the Competition;
  - c. complete and submit the Competition entry form under the “Christmas Lights” section of the My Merrifield App;
  - d. only submit one (1) Eligible Entry;
  - e. be 18 years of age or over;
  - f. not submit any offensive content as deemed by the Promoter at its sole discretion in which case such entry will not be considered to be an Eligible Entry;
  - g. submit the entry strictly within the Promotion Period; and
  - h. satisfy any other reasonable requirement of the Promoter including the selection criteria.
2. By participating in the Competition, all Eligible Entrants agree to the release of their name, address and any other relevant contact details which have been provided to the Promoter to be passed onto the Judging Panel for the purpose of reviewing all Eligible Entries and determining the Prize winners.
3. By participating in the Competition, an Eligible Entrant confirms its acceptance to these terms and conditions.

## **PART B - Judging of Eligible Entries**

4. The Judging Panel for the Competition will be formed by the winning entries of the 2020 Competition and other nominated Merrifield Residents.
5. The Judging Panel will determine the Prize winners of the Competition in accordance with criteria as set by the Promoter including assessing the best aesthetic presentation, creativity and theme of the Eligible Entries, at the Judging Panel’s sole discretion.
6. The First Prize, Second Prize and Third Prize will be determined by the Judging Panel on Saturday, 18 December 2021 between 8pm and 10pm at Merrifield.
7. The Judging Panel’s decision in respect of the Prize winners will be final and no further correspondence or attempts to re-draw the Prize winners will be considered by the Judging Panel or the Promoter.
8. Chance plays no part in determining the Prize winning entry and the Prize winners will be solely based on the assessment criteria as set out in this PART B of these terms and conditions.

## **PART C - Prizes**

9. The Eligible Entry that is determined by the Judging Panel to meet all of the criteria in PART B and is considered to be the best Eligible Entry shall receive the First Prize.
10. No compensation will be payable if a Prize winner is unable to receive, redeem or use the relevant Prize for any reason.
11. Prizes are not exchangeable or redeemable for cash or other goods or services.
12. A Prize cannot be transferred to any other person without the express written consent of the Promoter.
13. If the Prize (or any part of the Prize) is unavailable, the Promoter, at its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a Prize of equal value and/or specification.

## **PART D - Promoter Rights and Limit of Liability**

14. The Promoter is not responsible for any lost, late or misdirected entries.
15. The Promoter reserves the right, at any time, to verify the validity of any entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. The Promoter reserves the right to at any time amend, vary or change (without reference or notice to an Eligible Entrant or any other party):
  - a. the Prize;
  - b. any term or condition contained in these terms and conditions.
17. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
18. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents and the Judging Panel) excludes all:
  - a. statutory liability;
  - b. representations, conditions and warranties implied by custom, the general law or statute; or
  - c. liability for negligence, any personal injury and any loss or damage whether direct, indirect, special or consequential (including economic loss, loss of revenue, loss of opportunity, loss of goodwill), arising in any way out of the Competition, including, but not limited to:
    - (i) any variation in value in the event that Prizes are replaced in accordance with these terms and conditions;
    - (ii) any tax liability incurred by an Eligible Entrant; or
    - (iii) use of the Prizes.

## **PART E- Notification of Prize Winners**

19. The respective winners of the First Prize, Second Prize and Third Prize will each be notified by the Promoter by 5pm, 20 December 2021 at the contact details as provided in the Eligible Entrant's entry form. Instructions for Prize redemption will be provided to the respective Prize winners by the Promoter within 28 days after the Competition has been drawn.

## **PART F – General**

20. Entrants must be 18 years of age or over.
21. Each Entrant is responsible for appropriately and properly completing the entry form. Incomprehensible and incomplete entries will be deemed to be invalid.
22. Any former Prize winners (first, second or third Prize) of any year of the Competition will not be eligible to win another Prize or the Competition.
23. The Prize winning entrant consents to its name and property being advertised in writing on the Promoter's Facebook and any other marketing and advertising page for the purpose of advertising the Competition.
24. It is a condition of accepting the Prize that the winning entrant must comply with all conditions of use of the Prize and the Prize supplier's requirements.
25. The Promoter reserves the right to suspend or discontinue this Competition at its discretion, and any decision on this Competition is at the sole discretion of the Promoter.