Covella Greenbank

Christmas Lights Competition 2024

Terms and Conditions

- 1. Entry into the competition constitutes acceptance of these terms and conditions.
- 2. Entry is open to all residents of Covella aged 18 years of age or older ("Entrant").
- 3. Promoter means Villa Green Pty Ltd ACN 614 363 263 and its related entities.
- 4. The Competition begins at **9am on Monday, 11 November 2024**, and closes at **5pm on Thursday, 12 December 2024** ("Promotion Period").
- 5. Entries must be received by the Promoter during the Promotion Period and no entries will be accepted after **5pm on 12 December 2024**.
- 6. To enter the competition, the Entrant must:
 - (a) Register their full name, address, and email address via messenger at https://www.facebook.com/CovellaGreenbank/; and
 - (b) Submit a maximum of two (2) quality photos and/or (1) video.
- 7. By entering the Competition, the Entrant unconditionally gives the Promoter and any of its contractors and agents, the right to use their photos and/or videos submitted along with the first name and street address on their social media platforms and websites.
- 8. The Promoter encourages Entrants to use solar powered or LED lights to conserve energy.

Entrant's responsibilities

- 9. If the Entrant is not the property owner, the Entrant must comply with the terms and conditions of any rental tenancy agreement (if applicable) and, if required, seek written permission from the property owner before entering this Competition.
- 10. 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.
- 11. All Entrants agree and will ensure that their installation is contained within their property boundary.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. Any misuse of electricity or lighting displays may result in the Entrant's disqualification from the Competition.
- 16. 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.
- 17. 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.
- 18. Failure to comply with the Conditions may lead to immediate disqualification and withdrawal of prizes.
- 19. The Competition is designed to encourage community participation and the spirit of giving and sharing. Entrants agree to enter the Competition in the spirit in which it was intended and act accordingly.

Judging

20. Judging of all eligible entries for the Judge's Choice award will be completed by judges appointed by the Promoter. Each judge has the sole discretion to determine the winners of

- each of the Categories. The judges' decision will be final, and the Entrants have no right to appeal or contest the decision of the judge.
- 21. The Promoter's judging panel will review all valid entries received during the Promotion Period. On the day after the end of the Promotional Period, the judging panel will judge all entries based on creativity and originality. This is a game of skill and chance plays no part in determining the winners. The Promoter's and judges' decisions in relation to all aspects of the Competition is final.
- 22. Judging of an entry will only apply to the photos of the exterior of homes.
- 23. The judging parameters for all Categories are based on: First impressions; Creative design attractive use of light and colour; Showmanship creativity and uniqueness/Christmas theme; use of non-lighting decorations and atmosphere.
- 24. Each winner will be announced at the Covella Christmas Event on Sunday 15 December 2024 and will be notified in writing by the Covella Facebook page on Monday 16 December 2024.
- 25. The Promoter may require a winner to verify their entry and may require a winner or their nominee to provide proof of identity, age, and proof of address. Proof considered suitable for verification is at the Promoter's discretion. Failure to provide any of this verification to the Promoter upon request may, at the Promoter's discretion, invalidate any or all of the Entrant's entries.
- 26. The People's Choice award will be conducted by a vote on the Promoter's social media. The Promoter will choose the parameters of the People Choice voting rules at their sole discretion and is not responsible for monitoring voting, The Promoter is only responsible for tallying votes and awarding the winner of the People Choice winner.

Prizes

- 27. Prizes for the winning entrants of each of the Categories is as follows:
 - (a) Judges Choice \$ 1,500 Prezzee Gift Card
 - (b) People's Choice \$1,000 Prezzee Gift Card
 - (c) Runner Up \$750 Prezzee Gift Card
 - (d) Total Prize Pool: \$3,250 (Prizes)
- 28. All Prizes are inclusive of GST. The Promoter does not accept any responsibility in relation to any tax implications that may result in winning a prize.
- 29. Prizes are not exchangeable and cannot be redeemed for cash. If, for any reason, a winner does not take an element of the prize at the time stipulated by the Promoter, that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where 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.
- 30. The Prezzee Gift Card is subject to separate terms and conditions imposed by the issuer. A copy of such terms and conditions can be obtained by visiting https://www.prezzee.com.au/doc/terms-of-service/
- 31. The Promoter accepts no liability to the prize winner(s) or anyone else for any injury, loss, damage or expense incurred as a result of, or in connection with, the Competition.
- 32. The Promoter does not accept any liability or assume any responsibility in any way arising out of, or in connection with:
 - (a) the use of the Prezzee Gift Card;
 - (b) any card faults or defects; or
 - (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.

Promoter's Rights

- 33. The Promoter reserves the right to change the Conditions at any time, without notice.
- 34. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, tampers with the entry process, is not in accordance with these Conditions, or who has in the opinion of Promoter, engaged in conduct in entering the

Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

- 35. The Promoter reserves the right to request winners provide proof of identity, proof of residency or proof that they reside in the Covella development.
- 36. The Promoter reserves the right to refuse an entry if it does not meet the entry criteria or is deemed offensive or inappropriate.
- 37. The Promoter may accept or reject an entry in its absolute discretion.
- 38. By entering the Competition the Entrant unconditionally gives the Promoter and any of its contractors and agents, the right to:
 - a. take photographs and videos of any of the lighting displays; and
 - b. to use any photos and videos provided by the Entrant as part of the entry to the Competition in any printed, digital or other form of media (including but not limited to: television, internet (including social media) and electronic mediums, publications, displays, and any other form of media utilised by the Promoter), without charge.
- 39. The Promoter accepts no liability for any injury, loss or damage that may arise in connection with or as a result of the cancellation, termination, modification or suspension of the Competition.
- 40. The Promoter's decision is finance and an Entrant has no right of appeal or contest a decision made by the Promoter.

The Promoter is Villa Green Pty Ltd, Level 1 Oracle West, 19 Elizabeth Street, Broadbeach, Queensland 4218