

Harvest and Waterford Gardening Competition

Conditions of entry

1.	Promoter	AVID Residential Estates Pty Ltd (ACN 054 228 929), Suite 2, Level 35, 259 George Street, Sydney NSW 2000.
2.	Entry Restrictions	<p>Open only to residents of the Harvest or Waterford developments (2 Settlers Blvd, Chisholm NSW 2905) who:</p> <p>(a) are aged 18 or over; or</p> <p>(b) in the case of the Little Green Thumb Category, aged under 13 and have the written permission of their parent or guardian to enter into this Promotion.</p> <p>Directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the other agencies or companies associated with the conduct or running of this competition are ineligible to enter.</p> <p>Immediate families include spouse, ex-spouse, de facto partner, ex-de facto partner, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.</p>
3.	Competition Period	10:00 AM (AEST) on 19 October 2019 to 11:59 PM (AEDT) on 30 November 2019.
4.	Entry Method	<p>During the Competition Period, entrants must:</p> <p>(a) send an email to opower@avid.com.au containing:</p> <p style="margin-left: 20px;">(i) the entrant's name;</p> <p style="margin-left: 20px;">(ii) the entrant's address;</p> <p style="margin-left: 20px;">(iii) a current photo of the entrant's nominated garden (which must be in the entrant's front yard) or, specifically in the case of an entry into the Miracle Worker Category:</p> <p style="margin-left: 40px;">(A) a photo of the entrant's established garden (which must be in the entrant's front yard) at the time of nomination; and</p> <p style="margin-left: 40px;">(B) a subsequent photo of the entrant's makeover to that garden to be sent separately to opower@avid.com.au prior to the end of the Competition Period,</p> <p style="margin-left: 40px;">and</p> <p style="margin-left: 20px;">(iv) the Category or Categories in which the entrant wishes to enter,</p> <p style="margin-left: 20px;">and</p> <p>(b) display promotional competition signage supplied by AVID to the entrant on the entrant's front lawn from the time of receipt of the signage to the end of the Competition Period.</p>
5.	Categories	<p>The Promotion has four categories (each a Category), which are:</p> <p>(a) Grand Champion Category for best overall garden;</p> <p>(b) Lawn Champion Category for best lawn garden;</p> <p>(c) Miracle Worker Category for most improved garden; and</p>

		(d) Little Green Thumb Category for best gardener aged under 13.
6.	Winner Determination	The best valid entry for each Category, as determined by the judges, will each win the prize for that Category. In the event that the Promoter deems in its absolute discretion that any or all entries for a given Category are unsuitable, the Promoter reserves the right to not award the prize allocated for that Category.
7.	Prize Details	There are four prizes to be won, one for each Category, which are as follows: (a) Grand Champion Category: one travel voucher from Greenhills Travel Centre valued at \$1,000.00 (including GST); (b) Lawn Champion Category: one Bunnings voucher valued at \$500.00 (including GST); (c) Miracle Worker Category: one Bunnings voucher valued at \$500.00 (including GST); and (d) Little Green Thumb Category: one worm farm valued at \$100.00 (including GST). Each winner will be required to collect their prize from the Waterford Sales and Information Centre (2 Settlers Blv, Chishlom NSW 2905) or make alternative delivery arrangements (at the winner's cost) to receive delivery of the prize.
8.	Prize Pool	The total prize pool is valued at up to \$2,100 (including GST).
9.	Entry Limits	Entrants may only enter into each Category once during the Competition Period, provided that each entry is based on a separate entry and photo. Each entry and photo must be unique and not a duplicate or near duplicate of a previous entry or photo by the entrant.
10.	Winner Notification	The winners will be announced on 1 December 2019 on or about 4:00 PM (AEDT) at the award ceremony to be held at Waterford Sales and Information Centre (2 Settlers Blv, Chishlom NSW 2905). The winners will be notified by email on 2 December 2019.
11.	Prize Claim Date and Time	Prizes must be claimed by 16 December 2019.

General terms and conditions

12.	Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
13.	The competition will be conducted during the Competition Period.
14.	The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related body corporate.
15.	Each entrant will receive a return email confirming their successful entry into the competition. By entering this competition, entrants consent to receiving this email.
16.	Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred in entering the competition.

	Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified.
17.	Any dispute in relation to the eligibility to participate in the Promotion or receive a prize will be determined by the Promoter in its absolute discretion.
18.	The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
19.	This is a game of skill; chance plays no part in determining the winners. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, neatness, health of plants and lawns, landscape design, consideration to environmental sustainability and creativity.
20.	Each entry must be the entrant's original work. By entering this competition, entrants: <ul style="list-style-type: none"> (a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes; (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights; (c) grant the Promoter a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to use their entry (including their photograph) submitted as part of this competition for any purpose; (d) permit the Promoter to edit, adapt and alter their entry for inclusion on the Promoter's promotional materials; (e) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view; (f) warrant that any person featured in any photograph has consented to the entrant submitting that photograph into this competition; (g) warrant that their entry contains no virus or other computer code or material embedded in it which may have a negative impact on the Promoter's promotional materials or any network or third party computer systems; and (h) warrant that any persons appearing in their photograph are 18 years of age or older or, if any person is under 18 years of age, that their parent's or guardian's consent has been provided.
21.	The Promoter may (but is not obliged to) determine at any time, in its absolute discretion, whether or not to publish any entries on the Promoter's promotional materials, or amend, edit or modify any entries (or any part thereof), or disqualify or invalidate any entry including (without limitation) if the Promoter is of the view that: <ul style="list-style-type: none"> (a) the entry does not comply with paragraph 20; or (b) the entry otherwise breaches these conditions of entry.
22.	The best valid entry for each Category, as determined by the judges, will win the prize for that Category.
23.	The prizes are as stated in the Prize Details.
24.	In the case of the Little Green Thumbs Category, the prize will be awarded to the winner's parent or guardian on the winner's behalf. As a condition of accepting or participating in any prize on behalf of a winner, the winner's parent or guardian accepts these conditions.
25.	All vouchers are subject to the terms and conditions, including period of validity, imposed by:

	<p>(a) in the case of a Bunnings voucher, Bunnings, which can be found at https://www.bunnings.com.au/online-shopping-terms; and</p> <p>(b) in the case of a travel voucher from Greenhills Travel Centre, Greenhills Travel Centre, which can be found at http://www.greenhillstravelcentre.com.au/terms-conditions.</p>
26.	The winners will be notified in accordance with the Winner Notification section of these conditions.
27.	The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
28.	The Promoter may require winners to provide proof of identity, proof of age, proof of residency or proof that a garden nominated by the entrant is that entrant's garden. Identification considered suitable for verification is at the Promoter's discretion. The winners consent to the Promoter entering their premises for the purpose of verifying that the garden they have nominated is their garden.
29.	If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry, as determined by the judges.
30.	The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
31.	The Promoter's decision is final and no correspondence will be entered into.
32.	The prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If 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.
33.	If a prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the winner (or the winner does not contact the Promoter) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will distribute the relevant prize to the entrant who submitted the next best valid entry.
34.	The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the <i>Competition and Consumer Act 2010 (Cth)</i> .
35.	Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Prizes will be delivered in Australia only.
36.	The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the

	Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
37.	If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.
38.	The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
39.	<p>The Promoter will collect and use each entrant's personal information for the purposes of:</p> <ul style="list-style-type: none"> (a) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion; (b) providing information to the Participant about the products and services offered by the Promoter and its related companies; and (c) research to improve its products and services. <p>By participating in the Promotion, entrants consent to the handling of their personal information as described in this paragraph. Any personal information relating to an entrant will be used solely in accordance with current Australian data protection and privacy legislation and in accordance with the Promoter's privacy policy, located at https://www.avid.com.au/privacy_policy/. An entrant may access, change, opt out and/or update their personal information in accordance with the Promoter's privacy policy. The Promoter's privacy policy also includes details about how an entrant can complain about a breach of current Australian data protection and privacy legislation and how the Promoter will deal with any complaint.</p>