

## TERMS & CONDITIONS

### Vasse Christmas Lights Trail Competition 2020

#### 1. Introduction

- 1.1 The following terms and conditions (**Terms**) apply to the Vasse Christmas Lights Trail (**Competition**).
- 1.2 Entrants warrant that by submitting an entry into the Competition, they have read, understood and agree to be bound by these Terms.
- 1.3 These Terms will be published on the Promoter's website.

#### 2. Promoter

3. Vasse Development Partners – Joint Venture of Perron Developments P/L and Stawell P/L ABN 34 753 217 838 (Promoter) of 4 Plain Street East Perth, Western Australia.

#### 4. Duration

- 4.1 The Competition will commence at 9.00am (AWST) on, Tuesday 17 November 2020 and will end at 11.59pm (AWST) on Sunday, 20 December 2020 (**Competition Period**).

#### 5. Eligibility

- 5.1 Only homes decorated with a Christmas lights display which are located within the Birchfields and Dawson Estates of the Vasse development area may be entered as part of this Competition.
- 5.2 Entry to the Competition is only open to residents of the Birchfields and Dawson Estates of the Vasse development area, who are:
  - (a) permanent residents of Western Australia; and
  - (b) over the age of 18 at the time that the prize is drawn.
- 5.3 The following persons are ineligible to participate in the Competition and may not redeem any prizes offered in the Competition:
  - (a) employees and the immediate families of the Promoter, its related bodies corporate, associated sponsors and the suppliers of prizes;
  - (b) a person who is discovered to have used or attempted to use more than one name in entering the Competition;
  - (c) a person who has submitted more than one entry;
  - (d) a person whose entry is incomplete or incomprehensible or whose entry, in the opinion of the Promoter, includes any content which may be or is unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter; and
  - (e) a person who breaches any of these Terms.

## **6. Method of Entry**

- 6.1 To enter the Competition, eligible individuals will need to take a photo(s) or video of their completed Christmas lights display on their home within Birchfields and Dawson Estates. The entry may consist of a maximum of 5 photos and/or a 5 second video with a file size no bigger than a total of 10MB. Entries must be submitted by email to [community@vasse.com.au](mailto:community@vasse.com.au) during the Competition Period, together with the entrant's full name, address, email and telephone number.
- 6.2 Entrants must make their street address public in order to be included in the Christmas Lights Trail.
- 6.3 Entries received after the Competition Period will be deemed invalid and will not be considered.
- 6.4 If an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter.
- 6.5 The Promoter takes no responsibility for lost or misdirected entries.

## **7. Selection of Winners**

- 7.1 A winner will be selected by the Promoter on Monday, 21 December 2020 by chance draw of the entries submitted during the competition period.
- 7.2 A Community Choice Prize will be selected by the total number of likes on the image of the Facebook post of the entrant.
- 7.3 The Promoter's decision on the two winners is final and no correspondence will be entered into.

## **8. Prize Details**

- 8.1 The winner of the draw prize will receive Vasse Village Gift Vouchers to the value of \$300 to be used at any participating retailer within Vasse Village.
- 8.2 The winner of the Community Choice prize will receive Vasse Village Gift Vouchers to the value of \$200 to be used at any participating retailer within Vasse Village.
- 8.3 Vasse Village Gift Voucher are subject to the standard terms and conditions, see below.
- 8.4 The Promoter is not responsible or liable if for any reason beyond its reasonable control any element of any prize is not provided. The Promoter may, but is not obliged to, substitute a different prize of equivalent value in place of any prize offered.

## **9. Vasse Village Gift Voucher Terms and Conditions**

- 9.1 Vouchers are not redeemable for cash from the Promoter.
- 9.2 Vouchers must be used within six (6) months of issue date.
- 9.3 The full amount of each voucher must be used in the one transaction, at one retailer in person.
- 9.4 Vouchers can only be used at the following participating Vasse Village retailers:

Vasse Village News  
Vasse Pharmacy  
Magpie Coffee Cafe  
Cotton Rose fabrics and yarn  
One Rustic Bloom flowers, homewares and gifts  
Hair @ Vasse  
Renew Skin and Beauty  
Vasse Bakery  
Cinco Hair Boutique  
The Origin 153 Japanese  
The Village Chippy  
Newtown Chinese  
Nifty Nails  
CapitalQ Business Advisors & Chartered Accountants  
Hanson Property  
Latitude 33.7 Physiotherapy  
Vasse Dental  
Little Peoples Place Early Learning  
Kelly Gibson Psychology

**10. Notification**

The two winners will be notified at the time of winning by email and by telephone.

**11. Prize Collection**

- 11.1 Prizes will be delivered by the Vasse Estate Community Development Officer in arrangement with the winners.
- 11.2 Where the Promoter cannot contact a winner within nine months of the prize draw, the relevant prize will be forfeited to the Promoter and that winner will have no claim or recourse against the Promoter in relation to the forfeited prize.

**12. Copyright and Publicity**

- 12.1 All entrants in the Competition:
- (a) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights;
  - (b) grant the Promoter a licence to use their entries in future advertising and publicity; and
  - (c) agree that if they are selected as one of the three winners of the Competition, the Promoter may use and publicise their names and their entries for any promotion or matter incidental to the Competition or to the Birchfields and Dawson Estates.

**13. Indemnity**

To the extent permitted by law, all entrants release the Promoter from, and indemnify the Promoter against, all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, or due to some negligent act or omission or otherwise.

**14. Privacy**

The Promoter may collect each entrants' personal information for the purposes of providing products or services or information about those products or services, to each entrant. Such products and services may include, but are not limited to, the provision of loyalty cards, the conduct of promotions or competitions, the operation of mailing lists for promotional purposes and for the provision of other services requested by you. Upon contact, the option to opt out of future communications will be available.

**15. Failure to Enforce Terms**

A failure by the Promoter to enforce any one of these Terms in any instance will not give rise to any claim or right of action by any other person or entrant. The Promoter will not enter into correspondence in relation to such matters.

**16. Termination of Competition**

The Promoter may, subject to the regulations of the *Gaming and Wagering Commission Act 1987 (WA)* to the extent that they apply to this Competition, terminate this Competition at any time at its absolute discretion without liability to any entrant or any other person. The Promoter will not award a prize if the Competition is terminated before the end of the Competition Period.