

South Jerra at Tralee Front Garden Competition Terms and Conditions

The South Jerra at Tralee front garden competition (Competition) is subject to the following terms and conditions:

1. Information on how to enter this Competition and prize details form part of these terms and conditions of entry (Terms).
2. The Promoter is Canberra Estates Consortium #69 of 92 Hoskins Street, Mitchell, ACT, 2911.
3. The Development is the development known as "South Jerra at Tralee" situated in Tralee, NSW, 2620.
4. The Entrant is the person that has completed the Registration Form.
5. By entering into the Competition, the Entrant gives their consent to providing their personal information to the Promoter in accordance with the Privacy Statement available at <https://southjerra.com.au/privacy/>.
6. By participating in this Competition, the Entrant acknowledges that they have read and understood these Terms and agree to be bound by them. Entries must comply with these Terms to be valid.
7. Entry is open to all residents (owner occupiers and tenants):
 - a) who is a resident of Australia and is 18 years of age and over;
 - b) where the resident's verge landscaping complies with QPRC's Street Verge Maintenance Policy.
 - c) where the Entrant is a tenant, the Entrant has sought written consent from their landlord to enter the Competition.
8. Employees of the Promoter, as well as the employees of the Promoter's related entities or associated businesses, contractors and any person working onsite at the Development (including builders), are ineligible to participate in the Competition, nor are their immediate families.
9. The registration period for the Competition commences on Thursday 26th October 2023 at 9.00am AEDT and closes Friday the 22nd of March 2024 at 5.00pm AEDT (Registration Period).

10. All entries will be assessed on the following criteria (Assessment Criteria):
 - a) well maintained garden, trees and plantings intact and thriving;
 - b) grass is green and cut;
 - c) nature strip is green and cut, street trees thriving;
 - d) mulch is topped up where visible;
 - e) no rubbish in or around the front garden; and
 - f) neat and tidy (no garden hoses/tools laying around front garden).
11. From 22nd of March 2024, all valid entries will be assessed on the Assessment Criteria by the nominated Judging Panel.
12. Prize winners will be selected and will win the following:
 - a) 1st place: a Visa Cash Card to the value of AUD\$2,500.
 - b) 2nd place: a Visa Cash Card to the value of AUD\$1,000.
 - c) 3rd place: a Visa Cash Card to the value of AUD\$500.
13. Prize winners will be announced on the website on Friday 29th March 2024.
14. Within 5 days after the selection, the Promoter will notify each winner in writing and will confirm the dates and times by which each winner must collect their prize. If an Entrant's contact details change it is the Entrant's responsibility to notify the Promoter in writing.
15. The prizes are not transferable or exchangeable and cannot be taken as cash. The prizes must be taken as stated. The prizes cannot be sold to any other person (including by online auction or private sale). No compensation will be payable in lieu of the prize.
16. The Promoter accepts no responsibility for any tax implications that may arise from acceptance by a winner of a prize. Entrants should seek their own independent financial advice.
17. Winners accept a prize at their own risk. None of the Promoter, its related entities or any of their employees, contractors and agents (or employees of their contractors and agents) will be liable for any liability, loss, damage, cost or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of, or in connection with, this Competition, the provision of a prize, use or participation in a prize or marketing of this Competition, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

18. Incomplete and late entries are invalid. The Promoter accepts no responsibility (for any reason whatsoever) for any late entries or entries not received.
19. The Promoter reserves the right to disqualify any entries in its absolute discretion.
20. The Promoter reserves the right, at any time, to verify the validity of entries and the details provided by Entrants (including without limitation an Entrant's identity, age, place of residence or written landlord consent) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms. The information necessary for verification is at the sole discretion of the Promoter.
21. All Entrants who are selected as winners agree to take part in publicity for this Competition as reasonably requested by the Promoter, and agree to the Promoter using their name, image, likeness, character, voice or anything else that identifies them in any media worldwide (including without limitation in national print media, on the Promoter's website and in other promotional material) for a reasonable time without remuneration to promote any of the Competition, the Promoter and any of the Promoter's products or services.
22. Each Entrant must comply with these Terms. Each Entrant indemnifies and will keep indemnified the Promoter in relation to all loss or damage whatsoever that is suffered or incurred (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the Entrant acting inconsistently with, or breaching any part of, these Terms.
23. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination of these, or any other technical failures related to, or resulting from, participation in or attendance to this Competition. Illegible and/or incomplete Registration Forms will not be accepted.
24. If for any reason this Competition is not capable of running as planned, including as a result of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Competition, subject to any applicable legislation.

25. The Promoter's decision on all aspects relating to this Competition is final and no correspondence will be issued or entered. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. The Promoter may at its sole discretion extend the Registration Period by publishing a notice on the Promoter's website with the dates of the extended registration (as the context requires). These Terms apply to any extended registration.
27. The Entrant acknowledges that it provides certain information to the Promoter to be used by the Promoter for future promotional purposes. Individual's personal information cannot be disclosed without the individual's consent. Personal information will be handled in accordance with the Promoter's Privacy Policy which can be viewed online at <https://southjerra.com.au/privacy/>.
28. The Promoter reserves the right, in its sole absolute discretion, to exclude any Registration Forms or entries that it considers to be contrary to law.