

TERMS AND CONDITIONS
Your Home Space Competition

## 1. Promoter name and address

Country Garden Mambourin Pty Ltd (ABN 87 620 145 039) trading as Windermere Mambourin of 275 Greens Road, Mambourin, VIC, 3024.

## 2. Who may enter

Only residents of Australia (Participant) are eligible for the Promotion. Participants under 18 years of age must obtain the prior permission of a parent or guardian over the age of 18 years to enter the Promotion, evidenced by the parent or guardian signing the registration form.

#### 3. Promotion Period

The Promotion commences at 11am on 5 October 2024 until 5pm on 31 October 2024 (**Promotion Period**). The Promoter may extend or vary the Promotion Period at its sole discretion.

## 4. Method of Entry

To enter the Participant must:

• Fill in the <u>Google form</u> (registering their detail by providing full name, email address, phone number, etc) and upload a photo/video of your very best gardening shots.

#### 5. Prizes

The Promotion prize pool includes:

Prize	Value (\$)	Quantity
E-Gift Card	\$200	1
E-Gift Card	\$100	1
E-Gift Card	\$50	3



**WINDERMERE** 

MAMBOURIN

Photos will be selected based on creativity. The winners will be announced on Friday 1 November 2024. Notifications will be via email and/or phone. Winners' best moments will be shared on Windermere's Facebook, Instagram and TikTok pages. Closing date Thursday 31 October 2024 for entries.

Winners will receive their prize from a Promoter's staff member via email. Each Participant is limited to a maximum of one prize during the Promotion Period.

If there is a dispute, the Promoter's staff member's decision will be final.

The prize is not redeemable for cash. The prize is personal to the winner. It cannot be transferred, exchanged or otherwise dealt with. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Gift cards are subject to the terms and conditions imposed by the gift card provider. The Promoter is not liable for any gift card or other prize that has been lost, stolen, forged, damaged or tampered with in any way.

6. Use of Entries

By submitting an entry, participants grant the Promoter a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, and display the drawing/photo in any media.

Participants agree that the Promoter may use their names, drawings/photos (including name and brief description) for promotional purposes without further compensation.

7. Personal information and privacy

The personal information supplied by Participants when entering this Promotion may be used for the purpose of sending information on any of the Promoter's products or services. From time to time this information may be used by the Promoter. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the Privacy Act 1988.

The Participant acknowledges that any personal information provided by the Participant is not sensitive information.

By entering the Promotion, each Participant gives its consents to the Promoter, for an indefinite period, unless otherwise advised, to use his or her personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Participant.





# 8. Release and Indemnity

The Promoter accepts no responsibility for the prize once they have been collected by the winner.

The Promoter accepts no responsibility for lost, late or illegible receipts. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss), or for personal injury or death suffered or sustained in connection with this competition or as a result of taking or using any prize, except for any liability which cannot be excluded by law.

#### 9. Termination of Promotion

The Promoter reserves the right to vary the terms of, or cancel, this Promotion at any time without liability to any entrant or other person, subject to applicable laws.

