

Flagstone's Best Front Garden Competition (Promotion)

Terms and Conditions

Promotion Details

1. Entry into this Promotion is deemed acceptance of these terms and conditions.
2. This is a game of skill.
3. The promoter is Peet Flagstone City Pty Ltd ACN 151 187 594 of Level 3, 167 Eagle Street, Brisbane, QLD 4000 (**Promoter**).
4. Entry into this Promotion is only open to Queensland residents aged 18 years or older.
5. Each person may only enter the Promotion once for each Eligible Lot.
6. The Promotion commences at 10.00 am (AEST) on Wednesday 20 November 2019 and concludes at 5.00 pm (AEST) on Monday 9 December 2019 (**Promotion Period**). No late entries will be accepted. The Promoter accepts no responsibility for any late, lost or misdirected entries.
7. Entrants who comply with the Eligibility Criteria will each receive one (1) entry in the Prize Judging for the chance to win one (1) of three (3) Prizes.

Eligibility Criteria

8. To be eligible for the Promotion and to go in the Prize Judging, you must within the Promotion Period:
 - (a) be a Queensland resident aged 18 years or older and not be an employee (or family member or agent of any employee) of the Promoter or any of its related entities;
 - (b) at the time of the submission of the entry into the Promotion, be either a:
 - (i) registered owner and occupier of a lot; or
 - (ii) tenant occupying a lot,

(whether alone or jointly) within the Promoter's 'Flagstone' estate at Flagstone, Queensland in one of the 'Pioneer', 'Gateway' or 'Conquest' neighbourhoods (**Eligible Lot**);
 - (c) obtain an entry form from the Land Sales Office;
 - (d) complete the entry form (including the Entrant's name, residential address, telephone number, email address and the Eligible Lot the entry applies to) and deliver it to the Land Sales Office and in exchange receive an official 'Flagstone Best Front Garden Competition' garden sign (**Sign**); and

- (e) clearly display the Sign on the Eligible Lot for the remaining duration of the Promotion Period and until 5.00 pm (AEST) on Tuesday 10 December 2019,

(Eligibility Criteria).

- 9. It is the proposed entrant's responsibility to ensure that they correctly comply with the Eligibility Criteria and submit their entry to enter the Promotion. Once the entry is submitted, the Promoter will check and confirm the eligibility of each proposed entrant at the time of the submission of the entry and at the time of the Prize Judging.
- 10. The Promoter reserves its right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity and place of residence) and to disqualify any purported entrant who submits an entry which is not in accordance with these terms and conditions or who tampers with the entry process.
- 11. Any purported entry which:
 - (a) contains content which, in the sole opinion of the Promoter is inappropriate or objectionable, including but not limited to content containing profanity or insulting, inflammatory or defamatory statements or generally intended to damage the reputation of the Promoter; or
 - (b) is not submitted in accordance with these terms and conditions;
 - (c) does not satisfy the Eligibility Criteria; or
 - (d) is submitted in a manner which is misleading or deceptive, or fraudulent,will not entitle the purported entrant to an entry in the Promotion or to win a Prize in the Prize Judging.
- 12. Only one registered owner occupier or tenant of an Eligible Lot is entitled to one (1) entry in the Promotion for each Eligible Lot. All other registered owner occupiers or tenants of the same Eligible Lot are excluded from submitting an entry and any duplicated entries for the same Eligible Lot will be deemed invalid. However, joint named entries of multiple registered owner occupiers or tenants of an Eligible Lot will be accepted as one joint entry for that Eligible Lot in the Promotion.

Details of the Prize

- 13. There are to be three (3) winners to be judged from all valid entries received in the Promotion who will win a Prize.
- 14. The three prizes are:
 - (a) one (1) first prize of a pre-paid Bunnings gift voucher to the value of \$500.00 (**First Prize**);
 - (b) one (1) second prize of a pre-paid Bunnings gift voucher to the value of \$200.00 (**Second Prize**); and

(c) one (1) third prize of a pre-paid Bunnings gift voucher to the value of \$100.00 (**Third Prize**),

(each a **Prize**).

15. The total prize pool is \$800.00, being the total value of the 3 Prizes.
16. A Prize is not redeemable for cash and is not transferable.
17. The winners be bound by all terms and conditions of a Prize, including, without limitation, any expiry date and purchasing limitations and will have no recourse against the Promoter whatsoever in relation to a Prize.
18. The winner/s acknowledges that a Prize may become void and may not be redeemed if it is defaced, stolen, lost, damaged, altered or otherwise damaged or tampered with in any way and agree that the Promoter will not be liable to reissue or reimburse the winner for any remaining dollar value on any Prize which is so defaced, stolen, lost, damaged, altered or otherwise damaged or tampered with in any way.
19. Any duties, taxes, levies or charges which may be payable as a consequence of receiving a Prize are the sole responsibility of the winner/s.
20. The Promoter reserves its right, at any time, to substitute a Prize with any other product of equal value, including a cash payment.

Details of the Prize Judging

21. Each entry into the Promotion that has satisfied the Eligibility Criteria and these terms and conditions will be entered into the Prize Judging.
22. The front garden of each eligible entry into the Promotion will be individually judged based on its individual merit by a judging panel selected by the Promoter. The judges will judge the eligible entries on Tuesday 10 December 2019 (**Prize Judging**). The Entrants do not need to be present at the Prize Judging to be eligible for a Prize.
23. The Promoter accepts no responsibility for any issues associated with matters preventing or otherwise affecting entries from being submitted and judged. All Entrants permit the judges to enter the Eligible Lot if they reasonably deem appropriate to be able to effectively assess the Entrant's entry.
24. The judges' decision in relation to any aspect of the Promotion will be final and binding on every Entrant. No correspondence will be entered into nor any explanation given as to the section of the winners.
25. Three (3) winners will be awarded one Prize each.
26. At the Prize Judging, the judging panel will determine:
 - (a) the overall and best winner of the Promotion to receive the First Prize;
 - (b) the second winner of the Promotion to receive the Second Prize; and

- (c) the third winner of the Promotion to receive the Third Prize.
27. If there are less than 3 Entrants who have satisfied the Eligibility Criteria, then only that number of Prizes will be awarded. The remaining Prize/s will not be awarded and will remain the property of the Promoter.
28. Each winning Entrant will be notified via telephone or email on Thursday 12 December 2019 and will be asked to provide an address for their relevant Prize to be sent to. If there is more than one natural person making up the Entrant, the Promoter will at its discretion either:
- (a) issue the Prize (undivided) to the Entrants jointly; or
 - (b) equally divide the Prize won by the Entrant by the number of individual natural person Entrants and will send each individual natural person that share of the Prize.
29. If a winning Entrant cannot be contacted or does not claim their relevant Prize within one (1) month of:
- (a) the Prize Judging, that Entrant will forfeit their relevant Prize and:
 - (i) if there is one or more lower Prize winners:
 - (A) the lower Prize winners will instead be upgraded to win the next higher Prize; and
 - (B) the Promoter will conduct a re-judging for the lower Prize/s from the remaining eligible entries within one (1) month of the forfeit and a new winner for the lower Prize will be announced. If this occurs, the original winner has no claim to the Prize and no recourse against the Promoter; or
 - (ii) if there is not a lower Prize winner, the Promoter will conduct a re-judging for the relevant Prize from the remaining eligible entries within one (1) month of the forfeit and a new winner for the relevant Prize will be announced. If this occurs, the original winner has no claim to the Prize and no recourse against the Promoter; and
 - (b) a re-judging, that Entrant will forfeit their relevant Prize and the Promoter will conduct a re-judging for that Prize from the remaining eligible entries within one (1) month of the forfeit on the same basis as clause 29(a).
30. The process in clause 29 will continue for each relevant Prize until an Entrant claims the Prize.
31. The Prize will be delivered by registered or express post within 30 days after the Prize Judging or re-judging and provided the Entrant has claimed the Prize and provided its address. The Promoter may, in its absolute discretion, agree that a Prize may be collected by the winner or by a person nominated by the winner on behalf of the winner from the Land Sales Office.

32. An Entrant who has been judged as a winning Entrant in a Prize Judging or subsequent re-judging (whether or not they have forfeited a Prize) is not eligible to win the Promotion through any subsequent Prize Judging or re-judging.
33. A winning Entrant may be requested by the Promotor to participate in promotional interviews and photographs and for the interviews and photographs and result of the Prize Judging to be published on the Promotor's website and/or Facebook page. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter.
34. The results of the Prize Judging and any re-judging will be published on the Promoter's website, <https://www.peet.com.au/communities/brisbane-and-qld/flagstone/news-and-events/gardening-competition-on-now> within a reasonable time following the Prize Judging or any re-judging.

Other terms and conditions

35. Entrants acknowledge and agree that any failure to comply with the Eligibility Criteria will make the Entrant ineligible for the Promotion.
36. In the event of any dispute as to eligibility to participate in the Promotion, eligibility will be determined by the Promoter and the Promoter's decision will be final and binding.
37. All risk in relation to possession, control and/or use of a Prize passes to the winning Entrant at the time the winning Entrant receives the Prize.
38. To the extent permitted by law, neither the Promoter nor any of its employees, agents or officers will be liable for any loss, damage or personal injury suffered or incurred by any person arising from or in any way related to the Promotion or a Prize.
39. The Promoter may cancel or make changes to the Promotion at any time without notice, including shortening or extending the Promotion Period.
40. These terms and conditions supersede any prior terms and conditions for the Promotion.
41. Any cost associated with accessing the promotional website and submitting an entry is the proposed entrant's responsibility and is dependent on the internet service provider used and locality of the Entrant.
42. Any duties, taxes, levies or charges which may be payable as a consequence of receiving a Prize are the sole responsibility of the recipient of a Prize.
43. The benefits under the Promotion are not available in conjunction with any other promotion or offer by the Promoter.
44. If water restrictions are in force for an Eligible Lot, the Promoter does not endorse or encourage any breach of such water restrictions for an Entrant to enter or compete in

the Promotion. All Entrants must comply with such restrictions and any other laws at all times.

45. The Promoter will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion except for any liability which cannot be excluded by law, nor for any restriction of the Promoter's ability to provide any aspect of the Promotion as a result of the act of any third party.
46. For the purposes of sections 11 and 12 of the *Electronic Transactions Act (Queensland) 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*, the proposed entrants, Entrants and the Promoter consent to any information or documents being given by electronic communication including by email.

Definitions

47. In these terms and conditions, the following terms have the corresponding meaning:
 - (a) **Land Sales Office** means the Land Sales Office for the Promoter's 'Flagstone' Estate at 232-238 Homestead Drive, Flagstone, Qld, 4280; and
 - (b) **Entrant** means an individual who has validly entered the Promotion in accordance with these terms and conditions.

Privacy

48. **Privacy Notice** - By participating in this Promotion, you consent to the collection, use and disclosure of your personal information as summarised below. For full details please refer to our privacy policy at www.peet.com.au/privacy-policy.
49. **Privacy Officer** - The Promoter's Privacy Officer can be contacted on (08) 9420 1111 or by email: privacy@peet.com.au.
50. **Collection of your personal information** - The Promoter will collect personal information about you so that it can administer dealings with you, provide you with information, products and services (including in relation to new estates and developments that might be of interest to you) and deal with any requests you may have. If the Promoter does not collect your personal information, it may be unable to deal with your request or provide you with information, services and benefits. Personal Information the Promoter collects may include name, date of birth, gender, contact details including your physical address, email address and telephone number, details of products and services that you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries.
51. **Disclosure of your personal information** - Entrants acknowledge that the Promoter may disclose your personal information to third parties, such as contractors, service providers, suppliers, business clients, related parties or companies, IT providers, payment processors, marketing providers who provide marketing and public relations services, competition organisers, prize issuers, social media marketers and other organisations. The Promoter is unlikely to disclose your personal information to persons outside of Australia.

52. **Our Privacy Policy** - The Promoter's Privacy Policy sets out its approach to the management of personal and sensitive information. Subject to the *Privacy Act 1998* (Cth), you can have access to and seek correction of your personal information. The Privacy Policy contains information about how you can do this, and also contains information about how you can make a complaint about a breach of privacy.
53. **Direct Marketing** – By participating in this Promotion, you consent to the Promoter using your personal and other information to let you know about products and services that the Promoter thinks may be of interest to you, via direct marketing through electronic and other means. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see the Promoter's Privacy Policy.