



TERMS & CONDITIONS: CHRISTMAS LIGHTS COMPETITION 2020

1. Information on how to enter the 2020 Christmas Lights Competition (the **Competition**) forms part of the terms and conditions of entry.
2. Entrants into the Christmas Lights Competition will be deemed as having read the full terms and conditions before entry and as having accepted these terms and conditions.
3. The Competition commences at 9am Monday 2 November 2020 and entries must be received by the closing date, 9am Monday 30 November 2020. No entries will be accepted after the close date. The decision of the Promoter to accept and reject an entry is final. No correspondence will be entered into.
4. The “**Promoter**” means Ipswich City Council, ABN 61 461 981 07, of 45 Roderick St Ipswich 4305.
5. Members of the community who do not wish to be part of the competition can submit a ‘listing only’ entry for public viewing. ‘Listing only’ entries will not be judged, and are not eligible to win a prize in the competition (including but not limited to People’s Choice Award). Members of the community can submit a ‘listing only’ entry by selecting the ‘listing only’ category on the entry form and uploading a minimum of two (2) and a maximum of five (5) photos. Members of the community who submit a ‘listing only’ entry should be aware that members of the public may visit their property to view their display, despite the property not being entered into the competition. Members of the community who submit a ‘listing only’ entry will be deemed as having read the terms and conditions before entry and as having accepted these terms and conditions to the extent that they apply to them. The Personal Information displayed in the listing only section of the website is for public viewing and will not be used for media purposes by the Promoter.
6. Due to the nature of the Competition, Entrants will be responsible for ensuring that their entry complies with any restrictions and directions issued by the Federal or State Government in relation to Covid-19, including monitoring and encouraging social distancing at their premises. Entrants agree that the Promoter will not be responsible nor liable for Entrant’s compliance in this regard.

How to Enter:

1. Entry into the Christmas Lights Competition is free and only available to residents, businesses and community organisations within the Ipswich City Council boundaries.
2. Entry forms are available online at www.christmasinipswich.com.au.
3. Entrants must be 18 years of age or older to enter.
4. Employees of Ipswich City Council and their immediate family are ineligible to enter - ‘immediate family’ being a person or persons dwelling in the same house. However, Employees of Ipswich City Council and their immediate family can submit a ‘listing only’ entry, as outlined in 5 above.

5. Entrants are required to have their light displays illuminated for public viewing for the finalists judging 7.00pm to 9.30pm on Wednesday 2 December 2020 to Friday 4 December 2020 and are encouraged to keep their lights on until midnight on New Year's Eve, Thursday 31st December 2020.
6. All entrants agree to allow the Promoter and its contractors or agents to publicise the address at which the entrants Christmas Lights will be displayed in media, including flyers and promotional material. Publication of these address details will only be for the purpose of promoting the Competition and no other personal information of entrants will be published.
7. By entering this competition you agree to Ipswich City Council notifying you of details of this Competition, and future Christmas Lights competitions.
8. All entrants agree to allow the Promoter and its contractors or agents to publicise photos, sound recordings and video recordings of their display in media, including flyers and promotional material and that the Promoter is not required to pay a fee for this use/purpose.
9. All entrants (excluding 'listing only' entrants) must display the Official Christmas Lights Corflute Sign in a prominent illuminated position during the competition period. Corflute Signs are to be collected from the Ipswich Visitor Information Centre, 14 Queen Victoria Parade, Ipswich from Saturday 14 November to Wednesday 2 December 2020 during the hours of 9am – 4pm.
10. The Competition will be run in the following categories Best Residential, Best Street, Best Business/Organisation, Best Sustainable Display and Best New Entry categories.
 - At the time of entry Entrants must nominate which category of the Competition they are entering and upload a minimum of two (2) and a maximum of five (5) quality photos and can also include one (1) video link as a part of the application. The finalists will be judged from the eligible entries within and according to their nominated category and from photos and videos submitted as part of the entry. Judging will take place on Wednesday 2 December 2020 and Thursday 3 December, 2020 with an additional wet weather back up option for Friday 4 December, 2020.
 - At the time of entry, Entrants must nominate whether their entry is also part of a "Best Street" entry. Entry to the "Best Street" category is conditional upon a minimum of four (4) houses in the same street entering the category. Each business or household entering this category must complete an individual entry form and tick 'Yes' to the Street Entry question on the entry form, as well as provide the name of the nominated contact person for the street
 - All eligible entries will automatically be entered into the People's Choice Award category. The winner of the People's Choice Award will be determined according to which entry receives the most votes lodged on-line at www.christmasinipswich.com.au during the voting period which commences at 9am Thursday 3 December, 2020 and closes at 9am Monday 7 December, 2020.
 - The voting parameters for all categories are based on: First impressions; Creative design - attractive use of light and colour; Showmanship – creativity and uniqueness/Christmas theme; Use of non-lighting decorations and Atmosphere.
 - The voting parameters for the Sustainable Category are as above with the addition of: Focus on Sustainability – use of solar or LED lights, upcycling and recycling of household items, to form a major part of the display.

GENERAL CATEGORY PRIZES:

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| a. People's Choice Award | \$ 500 Winner |
| b. Best Residential | \$ 1,000 Winner / \$500 Runner Up |
| c. Best Street | \$ 500 + Event Cinemas Springfield Cinema Experience / \$250 Runner Up |
| d. Best Business/Organisation | \$1000 River 94.9 advertising package Winner / \$500 River 94.9 advertising package Runner Up |
| e. Best Sustainable | \$1,000 Winner |
| f. Best New Entry | \$500 Bunnings voucher/Winner |

Total Prize Pool: \$7,190

Event Cinemas Springfield - Cinema Experience Details – Best Street Winning Entry Only

- Cinema Experience consists of a family movie screening and catering valued at \$1,440.00.
- Cinema Experience will be delivered on a date falling after 31 December 2020 and before 28 February 2021.
- Selection of the Cinema Experience date is subject to availability of Event Cinemas Springfield.
- Event Cinemas will supply a Cinema Experience for up to 30 people, including a small pop-corn and small soft drink.
- The Promoter and its contractors or agents, may take photographs, sound recordings and video recordings of the Cinema Experience and attendees. The Media may include images or recordings of you ("Personal Information"). Council may use and manage the Personal Information for marketing and promotional purposes for promoting the event and acknowledging the entrants.

11. Prize values are GST inclusive and are in Australian dollars. The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize. Independent financial advice should be sought.
12. Limitation on entries: Entrants are limited to entering one category: either residence, business, sustainable or new entry (not including entry into Best Street and the People's Choice Award category which is automatic).
13. Finalists will be invited to the presentation of winners on Thursday 10 December at the Christmas Wonderland, Nerima Gardens, Queens Park. Winning entrants will be provided with a Direct Payment Agreement Form which they must complete and return via email to events@ipswich.qld.gov.au by Monday 14 December, 2020.
14. In the event of any dispute regarding the rules, conduct, results and all other matters relating to the Christmas Lights Competition, the decision of the Judges shall be final and no correspondence or discussion shall be entered into.
15. Judging of an entry will only apply to exterior lighting displays and will be assessed from the front of the property.

16. Displays may be a combination of Christmas lights and decorations only. Entries must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening or is otherwise unlawful. Any entry that at the discretion of the Promoter is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from entering the Competition. The Promoter's decision in relation to any aspect of the Competition is final. No correspondence and/or discussion will be entered into.
17. The misuse of electricity can cause injury or death. Entrants must not use any indoor lighting products outdoors, and must comply with the safety instructions on all electrical products used. Electrical safety is paramount and must be exercised at all times. Misuse of electricity could lead to your disqualification from the competition.
18. Inspections by qualified electricians to check the safety of the entrant's display are highly recommended, and will be the responsibility and at the expense of each entrant.
19. Householder insurance policies should be checked by each entrant to ensure appropriate cover is included. All Entrants must have current Public Liability Insurance cover that protects you in relation to anything you propose doing as part of your participation in the Ipswich Christmas Lights Competition. Please check with your Insurer for correct cover amount. In the absence of current Public Liability cover, your entry will be disqualified. Ipswich City Council and its representatives accept no responsibility or liability for any actions or incidents related to or occurring during the Christmas Lights Competition at or near the property of any individual entrant.
20. Entrants need to consider the impact their display (and compliance with any restrictions or directions) will have on the safety of vehicular and pedestrian traffic and must plan to ensure that any risks are minimised, including obtaining any relevant permits.
21. Entrants are not to use the footpath, electricity poles, nor any property outside their property boundary for any purpose of their display. The footpath may only be used for compliance with any restrictions or directions where it can be done safely and the Entrant has obtained any permits for such use.
22. Rental tenants must seek written permission from their landlords before entering this competition.
23. For safety and security reasons the Promoter recommends that free-standing Christmas Lights/Props are designed so that they are able to be removed and secured overnight. The security of all aspects of the display is the sole responsibility of the entrant.
24. The organisers and sponsors accept no responsibility for damage, injury, or theft which may occur as a result of your entry into this competition.
25. Failure to comply with the Terms and Conditions of Entry may lead to immediate disqualification of an entry and withdrawal of prizes.
26. The Christmas Lights Competition is designed to encourage community participation and the spirit of giving and sharing. Entrants agree to enter the competition in the spirit in which it was intended and act accordingly.
27. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, tampers with the entry process not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the

Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

28. The Promoter and its contractors or agents, may take photographs, sound recordings and video recordings of runner ups, finalists and winners at the address which the entrants Christmas Lights will be displayed and at the presentation evening that will be held. The Media may include images or recordings of you ("Personal Information"). Council may use and manage the Personal Information for marketing and promotional purposes for promoting the event and acknowledging the entrants.
29. The Promoter accepts no responsibility for any error, omission, interruption, defect, theft or destruction or alteration of entries, howsoever caused, nor responsibility for property or personal and third party damage, injury or theft which may occur as a result of your entry into the Christmas Lights Competition.
30. Collection Boxes are strictly prohibited unless the Entrant can provide a letter of authority from a registered charity and the charity details are prominently displayed on the premises.
31. To the extent permitted by law, each entrant and the Prize winner (including any person that consumes the Prize with the Prize winner) irrevocably waives all rights against the Promoter and its related companies, its employees, servants, agents, independent contractors or representatives (together, the 'Indemnified Persons') and releases and discharges the Indemnified Persons from all claims, liability, costs, expenses, damages or losses (whether direct, indirect or consequential and whether arising under statute, from negligence, personal injury, death, property damage or otherwise) arising from or in connection with the Competition or the Prize. These terms do not limit or exclude liability to the extent that liability cannot, by law, be limited or excluded.
32. To the extent permitted by law, neither the Promoter nor any of its related companies or associated agencies accepts any liability to the prize winner(s) or anyone else for any injury, damages, expenses or loss whatsoever (including without limitation loss of profit, revenue or business and indirect, consequential, special or incidental loss or damage), relating to entry into the Competition (including, but not limited to, in the event that the Promoter decides, in their absolute discretion, to cancel the Event) or which is sustained in the course of accepting or using a prize.
33. All entry forms submitted become the property of the Promoter.
34. Entrants acknowledge and agree that as a result of entering the Competition they are providing their personal information to the Promoter (Ipswich City Council) and its contracted service providers for the purpose of administering the Competition, awarding prizes, and publicity (including publication of entrant's addresses for the purpose of facilitating viewing of entries by the public). Furthermore entrants acknowledge and agree that their personal information will be handled in accordance with Council's Privacy Statement and Personal Information Digest. A copy of Council's Privacy Statement and Personal Information Digest can be accessed at:
http://www.ipswich.qld.gov.au/about_council/corporate_publications/privacy.