



Terms and Conditions

City of Holdfast Bay (**Organiser**) is running a garden competition, "How does your garden grow?" which commences on Friday 15 May 2020 and ends on Friday 5 June 2020 (**Entry Period**).

1. Definitions and Interpretations

In these Terms and Conditions, the following terms have the following meanings:

- 1.1 **The Organiser** means the City of Holdfast Bay.
- 1.2 **Application for Entry** means an application for entry into a Category of the Competition.
- 1.3 **Category** means a category of the Competition identified in the Application for Entry.
- 1.4 **Competition** means the Holdfast Bay Garden Competition "How does your garden grow?" including all categories by or under the auspices of the City of Holdfast Bay.
- 1.5 **Residence** means a residence situation in the City of Holdfast Bay local government area.
- 1.6 **Entrant** means an entrant in the Competition.
- 1.7 **Resident** means a resident of the City of Holdfast Bay local government area.
- 1.8 **Rules** means the terms and conditions and any rules of entry into the Competition.

2. Agreement to Comply with Rules

By participating in the Competition, entrants accept and agree to be bound by these official terms (**Rules**) and the decisions of the Organiser, which are final, binding, and conclusive on all matters relating to the Competition.

3. Right to Amend and Vary

The Organiser reserves the right to cancel or amend the Competition, any one or more of the Categories of the Competition, the content of any or all of the authorised formal notices in respect to the Competition (wherever appearing and in whatever form or format as amended from time to time) (jointly and severally, "**Competition Notices**") or these Rules at any time and without prior notice.

4. Disputes

In the event of any dispute regarding the Rules or the content of any or all the Competition Notices, the conduct, results and all other matters relating to the Competition, the decision of the Organiser and the appointed judging panel shall be final and no correspondence or discussion shall be entered into with the Entrant.

5. Eligibility for Entry

- 5.1 Elected members, employees of City of Holdfast Bay, as well as their family members, are ineligible to enter the competition.
- 5.2 The Organiser reserves the right to verify and otherwise rules on the eligibility of all Entrants to participate in the Competition.
- 5.3 All entrants need to legally reside in the City of Holdfast Bay.
- 5.4 One entry per household.

6. Competition Categories

- 6.1 Best Balcony or container garden – gardens that are on a balcony space or gardens made up of potted plants.
- 6.2 Best small enclosed garden – gardens that are enclosed, such as courtyards.
- 6.3 Best young gardener – under 25.
- 6.4 Best household garden – front or back gardens larger than a courtyard.
- 6.5 Best edible garden – garden where most of the plants are fruit, vegetables and herbs.

7. Application for Entry

- 7.1 No purchase is necessary to enter the Competition.
- 7.2 To participate in the Competition, entrants must take a photo or video of their garden and submit their entry to the organiser by one of the following means:
 - 7.2.1 Follow the City of Holdfast Bay Facebook page, upload ONE image or video on the Holdfast Bay Garden Facebook page and state the entry category.
 - 7.2.2 Follow the City of Holdfast Bay Instagram account, upload ONE image or video on to your account and use the #holdfastbaygarden competition and state the entry category. Please ensure your settings are listed as public in order to be viewed by the Organiser.
 - 7.2.3 Upload ONE image or video to holdfast.sa.gov.au/gardencompetition, complete the form and submit.
 - 7.2.4 Post ONE image to City of Holdfast Bay – Garden Competition, PO Box 19 Brighton SA 5048.
- 7.3 Entries received after the expiry of the Entry period will not be considered.



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8. Accuracy of Information

By entering the Competition, the Entrant warrants that all submitted information is true, current and complete.

9. Indemnity and Release

9.1 The Organiser does not accept responsibility for any injury caused to anyone or for any damage incurred to a property as a result of activities undertaken in the context of this competition Entrants should not encourage members of the public to enter the grounds of their property or their Residence as part of the Competition and if they do so, the Entrant acknowledges that it is at their own risk.

9.2 By entering the Competition, entrants agree to have their Entry displayed on the City of Holdfast Bay website, Facebook and Instagram pages and used by the Council for any purpose regarding the Competition and for publicity purposes at any time.

10. Disqualification

10.1 The Organiser reserves the right to disqualify any Entrant if it has reasonable grounds to believe the entrant has breached any of these Rules. This extends to concerns for public safety, inappropriate materials or items deemed to be political or of an offensive nature being displayed on or near the Residence.

10.2 In the event that any Entrant is disqualified from the Competition, the Organiser in its sole discretion may decide whether a replacement Entrant should be selected. In this event, any further Entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

10.3 Competition entries must be made in the manner and form specified by the Organiser and by the specified closing date for entry into the Competition. Failure to do so will disqualify the entry.

10.4 Postal votes will be disqualified if the date stamp on the entry after Friday 5 June.

10.5 The Organiser reserves the right to determine an address of a Residence unsuitable for entry to the competition at any time, including due to the failure of return communication by the Entrant to determine key aspects of their registration.

11. Selection of Prize Winners and General Prize Information

11.1 There will be 5 prizes available, 1 prize per category.

11.2 Prizes will consist of a \$100 Jetty Road Voucher and a gift pack. Jetty Road gift card terms and conditions apply.

11.3 Prize winners will be chosen from all qualifying entries to the Competition submitted by Friday 5 June 2020, having regard for such judging criteria and appropriate weighting as determined by the judging panel and the Organiser at its sole discretion.

11.4 Due to the current delay with Australia Post, all postal votes will be reviewed on Friday 12 June 2020. Please ensure postal submission include the entrant's full details (name, address, phone number and email address).

11.5 Prize winners will be notified by Friday 19 June 2020 of the judging panel's decision via the contact details provided at the time of entry.

11.6 The return of any prize notification as undeliverable or failure to reply as specified in the notification within the time stated therein may result in disqualification and selection of an alternate winner.

11.7 If more than one prize is awarded for a Category, the prize amount may be shared between the numbers of winners.

11.8 Claims for prizes must be made in the manner and within the time formally specified by Council in or on any one or more of the Competition Notices.

11.9 Failure to claim a prize within this time or in the manner so specified may result in disqualification and selection of an alternate winner.

11.10 Prizes are non-transferable.

12. Further Acknowledgements

12.1 Prize Winners may be requested to take part in promotional activity and the Organiser reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.