

Waverley Parks – Garden Guru Promotion

Terms and conditions

- 1 Information on how to enter forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions.
- 2 The Promoter is Devine Limited (ABN 51 010 769 365) of Level 1, 485 Kingsford Smith Drive, Hamilton, Queensland 4007.
- 3 The Promotion commences on 11 November 2013 at 8am (AEST) and closes on 17 December 2013 at 5pm (AEST).

How to enter

- 4 Entry is open to Australian residents of the Waverley Parks at Willow Vale master-planned community by Devine. Employees of the Promoter, their immediate families and any related body corporate are not eligible to enter. Entrants must be over the age of 18 years to enter.
- 5 To enter, eligible entrants must:
 - (a) own or rent a house and with a front garden at Waverley Parks at Willow Vale master-planned community by Devine;
 - (b) if renting, be responsible for the upkeep and maintenance of the front garden; and
 - (c) register their interest by completing the registration form available from the Promoter, detailing their personal contact details including name, address and email address. The registration form is available on the Promoter's website www.waverleyparks.com.au/ and via the Promoter's eBrochure.
- 6 Entry is limited to one (1) entry per household.
- 7 Incomplete or non-conforming entries will be deemed invalid.

Prizes and judging

- 8 This is a game of skill and chance plays no part in deciding the winners.
- 9 There will be one prize: a Coles Myer gift card with a value of AUD\$500 (inclusive of GST).
- 10 Total prize pool is valued at AUD\$500 (inclusive of GST).
- 11 The gift voucher is subject to Coles Myer's standard terms and conditions for use and redemption of gift vouchers, including expiry. Coles Myer does not support, authorise, sponsor or endorse the Promotion.
- 12 The winner will be decided by one judge who will determine the winner based on originality, creativity and merit. The judging will take place at the participants' registered addresses at Waverley Parks at Willow Vale master-planned community by Devine. The judging will take place at 10am (AEST) on 18 December 2013.

- 13 The winner will be notified by phone and email on 19 December 2013. The name of the winner will be published on the Waverley Parks website (www.waverleyparks.com.au/) on 19 December 2013.
- 14 The prize will be delivered to the winner by 23 December 2013.
- 15 The Promoter is not liable for the prize being lost, stolen, damaged or tampered with once it has been given to the winner.
- 16 By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable marketing activities relating to the prize.
- 17 If a winner is disqualified in accordance with these terms and conditions or the prize remains unclaimed after reasonable efforts have been made by the Promoter to contact a winner, the Promoter reserves the right to award the prize to another entrant as determined by the Promoter in its absolute discretion, subject to any directions from a regulatory authority.
- 18 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result.

General

- 19 The prize cannot be transferred, exchanged or redeemed for cash. If the prize is unavailable for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value.
- 20 The Promoter reserves the right, at any time, and in its sole discretion to (a) request entrants to provide proof of identity and/or proof of valid entry and/or proof of residency at the registered address at Waverley Parks at Willow Vale master-planned community by Devine and (b) disqualify any entrant who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper conduct or any conduct calculated to jeopardise the fair and proper conduct of the Promotion.
- 21 If for any reason this competition is not capable of running as planned, including but not limited to tampering, unauthorised intervention, fraud or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, and to cancel, terminate, modify or suspend the Promotion.
- 22 The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including direct and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods by any person to the prize winner and, where applicable to any persons accompanying the prize winners. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.
- 23 Failure of the Promoter to enforce any of its right at any stage does not constitute a waiver of those rights.

Privacy

- 24 The Promoter collects the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying the winner). If you are not willing for this to occur you cannot participate in the Promotion.
- 25 By entering the Promotion, unless otherwise advertised, each entrant also agrees to receive marketing material also agrees that the Promoter may use personal information collected to conduct the promotion, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages. The Promoter will hold an entrants' personal information in a secure manner in accordance with the Promoter's Privacy Policy (a copy of which can be found on www.waverleyparks.com.au/) for an indefinite period. A request to access, update or correct any information should be directed to the Promoter.