

Terms and Conditions

15/12/2018 – Amendments to clause 10.

This document sets out the terms of participation in the “Christmas Light Search – Top Rated house” Game of Skill competition.

1. The promoter of this Competition is Red Reindeer Media (the Promoter) (ABN: 26 376 584 785)
2. Entry to the Competition is open to anyone residing within Australia. An entrant must be an individual and not a company or organisation. Entrants under 18 years of age must have the consent of their parent or guardian to enter. Employees of the Promoter or any person associated with the Competition, or any organisation or individual associated with the provision of the prize(s) are not eligible to enter.
3. Each entry must be entered in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. The Promoter may in its discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions. All relevant instructions on the Promoter's website form part of these Terms and Conditions.
4. Entry into the Competition is free.
 - i) Only one entry per person and per Christmas Light Display..
 - ii) Entry to this competition is for the ‘owner’ of the Christmas Light Display. While the Christmas Light Search website allows for anyone, not just the owner, to submit a display, evidence may be required to prove the competition winner resides at the winning address and ‘owns’ the display.
5. The Competition opens at 11.59pm on Monday 26th November 2018 and closes at 11.59pm Sunday 23rd December 2018 ("Competition Period"). Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.
6. To enter the Competition, you must:
 - (a) Submit a Christmas light location on our website www.christmaslightsearch.com.au.
 - (b) Enter your Full Name and Email address on the submission page
 - (c) Agree to the Competition terms and conditions.
 - (c) Have your submission approved (not “rejected”) by website (Christmas Light Search) moderators.
7. The Promoter reserves full rights to reject any submission at their discretion. Reasons for rejection include but are not limited to Submissions not meeting the submission guidelines (as outlined in the website’s Submission policy), Poor quality, not of Christmas Displays, Christmas Displays that are not in Australia, displays advertising a particular business or activity, or any other reason as determined by website moderators.
8. By submitting a location to the Promoter, you accept the Christmas Light Search submission terms and conditions as outlined in the website disclaimer. This includes granting the Promoter exclusive rights to utilise your submission for promotional and marketing activities.

9. Without limiting the rights granted to the Promoter under point 8, you specifically agree that point 8 grants to the Promoter the exclusive right throughout the world to communicate the submission in whole or in part to the public on any media platform and you grant to the Promoter all associated rights necessary to exercise the above rights.

10. On Sunday 23rd December 2018, three (3) entrants will be selected and deemed the “Prize Winners” of the Competition. These chosen entrants will be judged based on the number of votes they have received on their ‘listing page’ for their Christmas Light location on the Christmas Light Search website.

The Christmas Light Search website moderators and administrators will review the quality and authenticity of all submissions and the decision of the moderators and administrators is final. Christmas Light Search moderators and administrators may also deem an entry invalid if it is determined they are receiving fraudulent votes for their display.

Votes are gained by users submitting a vote on the listing display page, each display may be voted for once per day, per person.

Votes made from deemed blacklisted Proxy addresses will be deleted.

Votes received from International IP address will be deleted.

Persistent attempts at fraudulent voting will result in a listing being barred from the remainder of the competition at the Website moderator’s discretion.

Bonus votes may be granted by the promoter for completing advertised tasks, bonus vote opportunities will be available to all entrants of the competition.

11. Each Prize Winner will receive 1 x \$100 Gift Card to be used in conjunction with the terms and conditions of the subsequent gift card program.

The total value of the prize pool is \$300.

12. Gift Card expiry date is as set by the gift card provider, and the card must be used by this date.

13. Gift Cards will be sent by post to a postal address provided by the Prize Winner to Red Reindeer Media at the conclusion of the competition.

14. Gift Cards that are lost will not be re-issued.

15. Entrants must check for emails at the address provided at the time of entering the competition (including junk and spam mail) on the 24th December 2018 to see if they were successful and deemed a Prize Winner.

16. Prize Winners will be contacted on 24th December 2018 by email to the email address provided by the Prize Winner at the time of submitting their Christmas light location.

17. It is the responsibility of the Prize Winner to ensure that every effort is made to allow them to receive the winning email and gift card (included but not limited to disabling email spam filter and checking Junk mail).

18. The Promoter will make every effort to ensure the Prize Winner receives the Winning email notification and gift card. However, the Promoter takes no responsibility in the case the Prize

Winner does not receive notification of their win after the Winning email has been successfully sent (for reasons out of The Promoters control). In the case the email “bounces” back to the Promoter, the Promoter will try again at a later date from another email account.

19. The Promoter is unable to verify if the Prize Winner has received the gift card, or used the gift card, after the Winning email has been sent to the Promoters email address.

20. No component of the prizes can be transferred or redeemed for cash. In the event that the prizes become unavailable due to circumstances beyond the Promoter's control, the Promoter reserves the right to provide a similar product to the same or greater value as the original prizes, subject to any applicable laws or written directions made under applicable legislation.

21. You warrant that:

- (i) all details provided with your entry are true and accurate;
- (ii) you have all necessary rights and licenses to grant the rights set out in these Terms and Conditions;
- (iii) the submission is original work;
- (iv) you are the copyright owner or authorised licensor of all copyright works and subject matter comprising the submission;
- (v) the exercise of the rights granted to the Promoter in these Terms and Conditions will not infringe the rights of any third parties; and you will indemnify the Promoter against any loss or damage resulting from any breach of these warranties.

22. You acknowledge that the Promoter is under no obligation to exercise any of the rights granted to it by these Terms and Conditions.

23. You agree that the Promoter may use your entry and any personal details provided to the Promoter for any promotional, marketing and publicity purposes of the Promoter in any media without notice and without any fee paid to you.

24. Decisions of the Promoter and its panel of judges are final and will be binding on each person who enters the Competition and no correspondence will be entered into.

26. If there is any event that prevents or hinders the Promoter's conduct of the Competition or the Promoter's ability to deliver the prizes to the prize winners, the Promoter may, in its discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.

27. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

28. To the full extent permitted by the law, the Promoter will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit.

