

## **TERMS & CONDITIONS:**

### **2024 LIGHT UP FEDERATION CHRISTMAS LIGHTS COMPETITION**

#### **General Conditions:**

1. Information on how to enter the 2024 Light Up Federation Christmas Lights Competition (the Competition) forms part of the terms and conditions of entry.
2. Entrants into the Light Up Federation 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 and entries must be received by the closing date, 5 pm Friday 6 December 2024. No entries will be accepted after the close date. The decision of the Council to accept and reject an entry is final. No correspondence will be entered into.
4. The "Council" refers to Federation Council, ABN 30 762 048 084 5, of 100 Edward Street, Corowa NSW 2646.

#### **How to Enter:**

1. Entry into the Light Up Federation Christmas Lights Competition is free and only available to residents, and businesses within the Federation Council boundaries.
2. By submitting an entry in the any of the category's entrants should be aware that members of the public may visit their property to view their display.
3. Entry forms are available on line at [www.federationcouncil.nsw.gov.au](http://www.federationcouncil.nsw.gov.au).
4. Entrants must be 18 years of age or older to enter.
5. Entrants are required to have their light displays illuminated for public viewing for the finalists judging 7:30 pm to 10.30 pm from Monday 9th December 2024 to Wednesday 18th December 2024. Entrants are encouraged to have their lights on from the 1<sup>st</sup> December to the 24 December 2024.
6. All entrants agree to allow the Council and its contractors or agents to publicize 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 the Council notifying you of details of this Competition.
8. All entrants agree to allow the Council to publicise photos, sound recordings and video recordings of their display in media, including on the Federation Council's corporate websites, social media pages, flyers and promotional material and that the Council is not required to pay a fee for this use/purpose.
9. The Competition will be run in the following categories

- Best Decorated House
  - Best Decorated Street
  - Best Decorated Business
  - People's Choice Award
10. At the time of entry entrants must nominate which category of the Competition they are entering. The finalists will be judged from the eligible entries within and according to their nominated category.
  11. At the time of entry, Entrants must nominate whether their entry is also part of a "Best Decorated Street" entry. Entry to the "Best Decorated Street" category is conditional upon a minimum of two (2) houses or businesses in the same street entering the category. Each business or household entering this category must also 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.
  12. All eligible entries will automatically be entered into the People's Choice category. The winner of the People's Choice will be determined according to which entry receives the most votes lodged on-line at [www.federationcouncil.nsw.gov.au](http://www.federationcouncil.nsw.gov.au) during the voting period.
  13. Residents, and businesses located close by but outside of the Federation Council boundary 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. Entrants can submit a 'listing only' entry by selecting the 'listing only' category on the entry form. By submitting a 'listing only' entry it 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 on the Council website is for public viewing of the lights and will not be used for media purposes by Council.

## **Judging and Winners**

1. Judging of the finalists will take place on from Monday 9 December to Wednesday 18 December 2024.
2. The voting parameters for all categories are based on:
  - i. First impressions;
  - ii. Creative design - attractive use of light and colour;
  - iii. Showmanship – creativity and uniqueness / Christmas theme;
  - iv. Use of non-lighting decorations and atmosphere.
3. The winners of the 2024 Light Up Federation Christmas Lights Competition Winners will be notified via email or phone within 28 days of the closing date.
4. Winners will also be published in Council Snippets in the Corowa Free Press and Yarrowonga Chronicle newspapers and on Federation Council's corporate website.

## **General Category Prizes:**

1. The prize pool for the Light Up Federation Christmas Light Competition includes:

- People's Choice Award - Gift vouchers from local businesses to the value of \$200
  - Best Decorated House - Gift vouchers from local businesses to the value of \$600
  - Best Decorated Business - Gift vouchers from local businesses to the value of \$200.
  - Best Decorated Street – 'Light Up Federation' street blade to be placed below their existing street sign to recognise their success.
2. Prize values are GST inclusive and are in Australian dollars. The Council accepts no responsibility for any tax implications that may arise from winning the Prize. Independent financial advice should be sought.
  3. Winning entrants (excluding Best Decorated Street) will be able to nominate a gift card/s for a maximum of two local stores located in the Federation Council area.
  4. 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 winners.

#### **Limitation on Entries:**

1. Entrants are limited to entering one category: either residential, or business, (not including entry into Best Street which is optional and the People's Choice category which is automatic).
2. In the event of any dispute regarding the rules, conduct, results and all other matters relating to the Light Up Federation Christmas Lights Competition, the decision of the Judges shall be final and no correspondence or discussion shall be entered into.
3. Judging of an entry will only apply to exterior lighting displays and will be assessed from the front of the property.
4. Displays may be a combination of Christmas lights and decorations only.
5. 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 Council is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from entering the Competition. The Council's decision in relation to any aspect of the Competition is final. No correspondence and/or discussion will be entered into.
6. 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. 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.
7. Householder insurance policies should be checked by each entrant to ensure appropriate cover is included.
8. The Council accept no responsibility or liability for any actions or incidents related to or occurring during the Light Up Federation Christmas Lights Competition at or near the property of any individual entrant.

9. 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.
10. Entrants are not to use the footpath, electricity poles, nor any property outside their property boundary for any purpose of their display.
11. Rental tenants must seek written permission from their landlords before entering this competition.
12. For safety and security reasons the Council 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.
13. The Council accept no responsibility for damage, injury, or theft which may occur as a result of your entry into this competition.
14. Failure to comply with the Terms and Conditions of Entry may lead to immediate disqualification of an entry and withdrawal of prizes.
15. The Light Up Federation 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.
16. The Council reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Council, tampers with the entry process not in accordance with these Terms & Conditions of Entry or who has, in the opinion of the Council, 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 the Council. The Council reserves the right to disqualify a winner if the Council becomes aware that the winner and/or the winner's entry is of a type described in this clause.
17. The Council 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 Light Up Federation Christmas Lights Competition.
18. 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 Council 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.
19. To the extent permitted by law, neither the Council 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

The Council decides, in their absolute discretion, to cancel the competition or which is sustained in the course of accepting or using a prize.

20. All entry forms submitted become the property of the Council.
21. Entrants acknowledge and agree that as a result of entering the Competition they are providing their personal information to the Federation Council 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).
22. Furthermore, entrants acknowledge and agree that their personal information will be handled in accordance with the Federation Council's Privacy Policy and Privacy Management Plan. A copy can be accessed at [www.federationcouncil.nsw.gov.au](http://www.federationcouncil.nsw.gov.au).