

Terms & Conditions of Entry (Schedule)

Competition	Palmerston Christmas Lights Competition
Competition Period	<p>Start: 9 December 2022 9:00 AM ACST End: 20 December 2022 11:59 PM ACST</p> <p>No entries will be accepted outside this time.</p>
Registration Dates	<p>Start: 16 November 2022 9:00AM ACST End: All entries must be submitted by Friday 11 December 2022 at 11:59PM ACST.</p>
Promoter	<p>City of Palmerston</p> <p>ABN: 42 050 176 900 Civic Plaza 1 Chung Wah Terrace Palmerston NT 0830</p>
Eligible entrants	<p>Entry to the Competition is open to all residents that live within the City Palmerston City Boundaries who satisfy the Terms and Conditions.</p> <p>Entry will only be accepted through the application process on the City of Palmerston website. To be deemed eligible for entry you must upload photos of your display as per the online instructions.</p> <p>Proof of residency may be requested (rates notice, power bill or the like that may be requested) prior to payment of any prizes.</p> <p>City of Palmerston Staff and their immediate families are not entitled to enter the competition.</p>
Details of prizes	<p>There are four (4) prizes to be awarded</p> <ul style="list-style-type: none"> • One (1) Best Illuminated House Award will be selected by the council from all valid entries received. • One (1) Best Sustainably Decorated House Award will be selected by council for the house that have upcycled materials to make eco-friendly house decorations, from all valid entries received. • One (1) People's Choice Prize will be selected from all valid entries received. The entry with the most individual votes will be deemed the winner. Winners from the first two categories are also eligible for this prize.

COMMUNITY CHRISTMAS LIGHTS COMPETITION

	<ul style="list-style-type: none"> One (1) Random Draw Prize will be from the pool of all valid entries. Winners from other categories will not be eligible for a randomly drawn prize. <p>Only one (1) vote per person per address (entry) will be counted.</p> <p>Winners will be contacted by City of Palmerston on the 21 December 2022.</p> <p>Winners' names and images will be published on City of Palmerston social media sites and on the City of Palmerston website.</p>
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Total number of Prizes	<p>Maximum of four Prizes</p> <table> <tr> <td>a. Best Illuminated House Award</td><td>\$1000.00</td></tr> <tr> <td>b. Best Sustainably Decorated House Award</td><td>\$1000.00</td></tr> <tr> <td>c. People's Choice Prize</td><td>\$500.00</td></tr> <tr> <td>d. Random Draw Prize</td><td>\$500.00</td></tr> </table>	a. Best Illuminated House Award	\$1000.00	b. Best Sustainably Decorated House Award	\$1000.00	c. People's Choice Prize	\$500.00	d. Random Draw Prize	\$500.00
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d. Random Draw Prize	\$500.00								
Total prize value	Total Prize Pool: \$3,000.00								
Terms of entry	<ul style="list-style-type: none"> To be eligible to participate in the Competition, entrants must enter the competition at www.palmerston.nt.gov.au The registration must be accepted by the Promoter for an individual to qualify to enter the prize draws. On successful completion of registration online, the entrant will receive a confirmation email from the promoter. You must upload your residential details and minimum of 1 image of your display to be eligible for entry of prizes. You can upload up to maximum of 3 images. Addresses and images of houses will be used on Council's map, website and social media. You must be over the age of 18 to enter the competition and you must be able to prove the premises is your permanent residing address (rates notice, power bill or the like may be requested). One (1) vote per person will be counted for the People's Choice award. No emailed or mailed entries outside of the approved Council registered link will be accepted. No further correspondence will be entered into regarding the entry's eligibility for the prize draw or the verification process. 								

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	<ul style="list-style-type: none"> • People's Choice voting will be open from Monday 12 December to Tuesday 20 December 2022. • City of Palmerston Staff and their immediate families are not entitled to enter the competition. • The Promoters decision is final, and no correspondence or discussions will be entered into.
Maximum Entries	Only one entry per address. Evidence that you are the permanent resident may be requested prior to prizes being awarded (rates notice, power bill or the like may be requested).
Notification of Winners	Winners will be notified on Wednesday 21 December 2022. Winning entrants will be provided with a Direct Payment Agreement Form.
Public announcement of winners	All winners will be published on the City of Palmerston website and Facebook pages.

Terms & Conditions

1. The Terms and Conditions are made up of the Terms & Conditions of entry (Schedule) and these Terms & Conditions of entry (Terms of entry). The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between the Terms of Conditions will prevail.
2. Participation in this Competition is deemed acceptance of these Terms of Entry. Entrants not complying with these Terms of entry are ineligible entrants and the Promoter reserves its absolute right to disqualify any entrant from the Competition if any entries do not comply with the Terms and Conditions.
3. Entry is open to any person who meets the requirements of these Terms and Conditions.
4. The Competition will be conducted during the Competition period as stated within the competition period details of the Terms of Entry.
5. The Prize/s and total prize pool are specified in the Details of Prizes section of the Terms of Entry.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. Entrants are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
8. The time of entry will be deemed to be the time the entry is received by the Promoter.
9. Entrants may submit up to the maximum number of entries as stated in the Terms of entry.
10. All entries must be submitted using the online entry form at www.palmerston.nt.gov.au and all details requested on the form must be completed. Any entry not filled completely will be deemed ineligible.

11. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible, or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
12. The winner does not need to be present at the draw unless expressly stated to the contrary.
13. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
14. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Competition period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
15. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
16. The winner(s) name will be published in accordance with the public announcement of winners' section of the Schedule (if applicable).
17. Entrants acknowledge that there may be risks to personal property and personal safety that may result in loss, injury or death when participating in the Competition. Entrants accept all risks in participating in the Competition and will not hold the Promoter (including its officers, employees and agents), liable for any damage to property, personal injury or death incurred in connection with participating in the Competition.
18. Entrants will indemnify the Promoter (including its officers, employees, and agents) from and against any and all actions, penalties, liabilities, claims or demands brought against the Promoter by any party, as a direct or indirect result of an entrant entering or participating in the Competition.
19. To the full extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Competition and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Competition. The conduct of the Competition or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
20. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Competition is limited, in the Promoter's discretion, to either

resupplying such goods or services as form part of the Competition or paying the cost of resupplying those goods or services.

21. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
22. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
23. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Competition at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Competition and receipt of the prize).
25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Competition) to proceed with the Competition on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Competition will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
26. All entries become the property of the Promoter. As a condition of entering this Competition, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for all purposes including commercial purposes. You warrant that entry content is original, lawful, and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
27. Entrants consent to the Promoter using the personal information provided in connection with this Competition for the purposes of facilitating the conduct of the Competition and awarding any prizes, including to third parties involved in the Competition and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.

28. The collection and disclosure of personal information provided in connection with this Competition will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 and Australian Privacy Principles.
29. The Competition and these Terms of entry will be governed by the law of the Northern Territory. Entrants accept the exclusive jurisdiction of courts and tribunals of the Northern Territory in connection with disputes concerning the Competition.
30. Social media platforms which may include but not be limited to Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Competition. By entering the Competition, entrants agree that the Competition is in no way sponsored, endorsed, or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Competition. Any questions, comments or complaints regarding the Competition should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.