



Terms & Conditions: CHRISTMAS DISPLAY COMPETITION 2020

1. Information on how to enter the CHRISTMAS DISPLAY COMPETITION 2020 (the **Competition**) forms part of the terms and conditions of entry.
2. The Competition is run by Bass Coast Shire Council (**BCSC**), ABN 81 071 510 240 of 76 McBride Avenue, Wonthaggi VIC 3995.
3. By entering the CHRISTMAS DISPLAY COMPETITION 2020 Entrants will be deemed as having read the full terms and conditions before entry and as having accepted these terms and conditions.
4. There will be two competitions: one for residents within Bass Coast and one for businesses within Bass Coast.
5. You can enter your home and your business into this competition.
6. Both competitions commence **Monday 16th November**. Entries must be received by the closing date: **Sunday 6th December 2020**, for the business competition and **Sunday 13th December 2020**, for the residential competition. No entries will be accepted after the close date. The decision of BCSC to accept and reject an entry is final. No correspondence will be entered into.
7. Due to the nature of the Competition, Entrants will be responsible for ensuring that their entry complies with any restrictions and directions issued by the Federal or State Government in relation to COVID-19, including monitoring and encouraging social distancing at their premises. Entrants agree that the Promoter will not be responsible nor liable for Entrant's compliance in this regard.

HOW TO ENTER:

1. Entry into the CHRISTMAS DISPLAY COMPETITION 2020 is free and only available to residents and businesses within Bass Coast Shire boundaries.
2. The competition can be entered here: www.basscoast.vic.gov.au/Christmas
3. Entrants must be 18 years of age or older to enter the competition.
4. Employees of Bass Coast Shire Council and their immediate family are ineligible to enter - 'immediate family' being a person or persons dwelling in the same house.
5. All entrants agree to allow BCSC and its contractors or agents to publicise the address at which the entrants Christmas Decorations 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.

6. All entrants agree to allow BCSC and its contractors or agents to publicise photos, sound recordings and video recordings of their display in media, including flyers and promotional material and that BCSC is not required to pay a fee for this use/purpose.
7. By entering this Competition, you agree to BCSC notifying you of details of this Competition, and future Christmas Display Competitions.
8. There will be one winner in each ward for each competition. The address of your display decides which ward you will be entering the competition for.
9. Hampers with local produce will be given out as prizes to the 3 winners of the residential competition and the business winner of Bunurong Ward and Westernport Ward.
10. The Island Ward business winner will receive their prize from Phillip Island Business Network (PIBN).
11. The prize values are GST inclusive. BCSC accepts no responsibility for any tax implications that may arise from winning the Prize.
12. In the event of any dispute regarding the rules, conduct, results and all other matters relating to the Christmas Display Competitions, the decision of the Judges shall be final and no correspondence or discussion shall be entered into.
13. Displays may be a combination of Christmas lights and decorations only. 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 BCSC is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from entering the Competition. BCSC's decision in relation to any aspect of the Competition is final. No correspondence and/or discussion will be entered into.
14. 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. Misuse of electricity could lead to your disqualification from the competition.
15. 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.
16. Householder insurance policies should be checked by each entrant to ensure appropriate cover is included. All Entrants must have current Public or Legal Liability Insurance cover that protects you in relation to anything you propose doing as part of your participation in the Bass Coast Shire Council Christmas Display Competition. Please check with your Insurer for correct cover amount. In the absence of current Public or Legal Liability cover, your entry will be disqualified. BCSC and its representatives accept no responsibility or liability for any actions or incidents related to or occurring during the Christmas Lights Competition at or near the property of any individual entrant.

17. 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.

18. Entrants are not to use the footpath, electricity poles, nor any property outside their property boundary for any purpose of their display. The footpath may only be used for compliance with any restrictions or directions where it can be done safely and the Entrant has obtained any permits for such use.

19. For safety and security reasons BCSC 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.

20. The organisers and sponsors accept no responsibility for damage, injury, or theft which may occur as a result of your entry into this competition.

21. Failure to comply with the Terms and Conditions of Entry may lead to immediate disqualification of an entry and withdrawal of prizes.

22. The Christmas Display 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.

23. BCSC reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of BCSC, tampers with the entry process not in accordance with these Terms & Conditions of Entry or who has, in the opinion of BCSC, 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 BCSC. BCSC reserves the right to disqualify a winner if BCSC becomes aware that the winner and/or the winner's entry is of a type described in this clause.

24. BCSC and its contractors or agents, may take photographs, sound recordings and video recordings of runner ups, finalists and winners at the address which the entrants Christmas Displays will be displayed.

25. BCSC 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 Christmas Display Competition.

26. 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 BCSC 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.

27. To the extent permitted by law, neither the BCSC 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 BCSC decides, in their absolute discretion, to cancel the Event) or which is sustained in the course of accepting or using a prize.

28. All entry forms and images submitted become the property of BCSC.

29. Entrants acknowledge and agree that as a result of entering the Competition they are providing their personal information to BCSC and its contracted service providers 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). Entrants personal information will be used in accordance with Council's Privacy Policy. Entrants personal information will not be given out to the public.

RESIDENTIAL COMPETITION:

1. Applications are open from Monday 16th November until Sunday 13th December 2020.
2. The home entered for this competition must be within Bass Coast Shire Council area.
3. Entrants into the residential competition are encouraged to have their light displays illuminated for public viewing for the finalists judging 7 pm to 9 pm on Monday 21st December.
4. Judging of an entry will only apply to exterior house displays and will be assessed from the front of the property.
5. Participants need to upload one (1) photo of their display with their initial application. To view requirements of uploaded photos, see FAQs.
6. By entering this competition, you agree that the provided photo of your display and your address will be displayed on the competition website for public viewing purposes.
7. Winners will be announced in the week of 21st December 2020.

BUSINESS COMPETITION:

1. Entrants into the business competition are required to have their displays up for public viewing and voting from Thursday 10th December until at least Thursday 17th December.



2. Applications are open from Monday 16th November until Sunday 6th December 2020.
3. The business entered for this competition must be within Bass Coast Shire Council area.
4. Any business located in Bass Coast can be part of this Competition.
5. Your display entered into this competition needs to be accessible to the public.
6. Participants need to upload one (1) photo of their display with their initial application. To view requirements of uploaded photos, see FAQs.
7. Voting will be open to the public from Thursday 10th December until Thursday 17th December 2020.
8. By entering this competition, you agree that the uploaded photo of your display and your business name will be displayed on the competition website for public viewing and voting purposes.
9. Winners will be announced in the week of 21st December 2020.