

Port Coogee Festival Of Lights Competition Terms and Conditions for House Decorators

1. The "Port Coogee Festival of Lights" competition (**Competition**) is a competition run by Port Catherine Developments Pty Ltd (ACN 070 096 927) (**Frasers Property**) on and subject to these terms and conditions.
 2. To be eligible to enter the Competition, you must be 18 years of age or over and you must be a resident living in a home located within the Port Coogee estate developed by Frasers Property (**Eligible Participant**). Only one entry per household is permitted in the Competition.
 3. The Competition commences at 9am (WST) on Wednesday 1 December 2017 and ends 9am (WST) Wednesday 20 December 2017 (**Promotion Period**).
 4. An entry is deemed to be received at the time it is received by Frasers Property and not at the time of submission by the Eligible Participant. Entries must be received by Frasers Property during the Promotion Period. Entries received after the Promotion Period will automatically be deemed as invalid.
 5. To enter the Competition, Eligible Participants must:
 - (a) decorate the external areas of their Port Coogee home with Christmas lights. The decorations must adhere to the "decorator rules"; and
 - (b) take a photo of the decorated home and submit the photo along with a completed entry form to Frasers Property via email to CustomerRelationsWA@frasersproperty.com.au (**Submission**).
 6. Within three business days of submitting the Submission, Frasers Property will notify the Eligible Participant whether their entry has been approved. If Frasers Property does not notify the Eligible Participant that their Submission has been approved, then it will be deemed to be not approved unless otherwise determined by Frasers Property in its sole discretion.
 7. Frasers Property will select a shortlist of the five (5) most creative entries as finalists in the Competition. Shortlisted finalists will be determined by authorised representatives of Frasers Property, based on creativity.
 8. Photos of the shortlisted finalists' entries will be posted on the Port Coogee Facebook page by 5pm Thursday 21 December at which time voting can commence and will continue through to 9 am on 2 January 2018 (**Voting Period**).
 9. The winners for the three Prizes will be determined based on the number of Facebook "Likes" given to the Submission on the Port Coogee Facebook Page. The three (3) Submissions with the highest number of "Likes" received by 9am 2 January 2018 will be deemed winners of the competition.
 10. The total prize pool of the Competition is \$6000 (GST inc) which consists of three (3) prizes to be awarded to the three winners to be determined in accordance with paragraph 10 of these Terms and Conditions. The three cash prizes are:
 - (a) First prize: \$3000 cash prize
 - (b) Second prize: \$2000 cash prize
 - (c) Third prize: \$1000 cash prize
- (**Prizes**). If there is a tie for any of the Prizes the Prize will be shared equally between the tied winners.
11. The Prizes will be processed via electronic funds transfer using the details provided by the winner at the time of notification of their Prizes.

12. This is a game of skill and chance plays no part in determining the winner. Each entry will be judged based on creative merit. Frasers Property's decision is final and no correspondence will be entered into in relation to any dispute or other matter arising in relation to the Competition.
13. Frasers Property reserved the right to conduct an onsite inspection as part of the audit process to prove eligibility. Frasers Property, in its sole discretion, reserves the right to disqualify entries that are not in the spirit of the Competition. Subject to these terms and conditions, Frasers Property reserves the right to alter the judging criteria to determine a winner, or not appoint a winner.
14. The winners will be notified by 5 January 2018 via phone or email by a Frasers Property authorised representative. Winners' details will also be published on the Port Coogee Facebook page, Port Coogee Instagram and Frasers Property Port Coogee Website and may be used for other promotional purposes online and in other media.
15. Eligible Participants acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook.
16. Each Eligible Participant consents to Frasers Property using his or her listing name, address and photograph/video of their Christmas lights in any media for promotional purposes related to the Competition. Each winner agrees to participate and co-operate as required by Frasers Property in promotional activities relating to the Competition.
17. Frasers Property accepts no responsibility for any late, lost, incomplete, misdirected, incorrectly submitted, delayed or ineligible entries, applications, claims or correspondence whether due to error, omission, alteration, tampering, theft, deletion, destruction, transmission, interruption, communications failure or otherwise. Frasers Property has no control over the postal system, internet, telecommunications networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
18. If for any reason any aspect of the Competition is not capable of running as planned, including by reason of infection by computer virus, telecommunications networks failure, bugs tampering, unauthorised intervention, fraud, technical failures, or any cause beyond the control of Frasers Property which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, Frasers Property reserves the right to cancel, terminate, modify or suspend the Competition subject to the approval of Gaming and Wagering Commission (WA) or other relevant authorities, if and only to the extent required.
19. By entering and participating in the Competition, Eligible Participants agree to hold harmless, defend and indemnify Frasers Property and Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Eligible Participant's participation in the Competition.
20. None of Frasers Property and its related bodies corporate are liable to any winner or any other person in any way (including but not limited to liability for negligence) for any loss, expense, damage or injury which is suffered or sustained (whether or not arising from any negligence) in connection with all or any of the promotion, the Competition or acceptance, transportation, delivery or use of the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum liability allowable by law).

21. Nothing in these terms and conditions excludes, restricts or modifies the rights of any person or entity as a “consumer” under the Australian Consumer Law (or any other statutory rights) to the extent the law does not allow them to be excluded, restricted or modified.
22. These terms and conditions are governed by and to be interpreted in accordance with the laws of Western Australia.

Privacy Statement

All entries will be the property of Frasers Property. The information entrants provide will be used by Frasers Property for the purpose of and relating to conducting the Competition (including promoting the winner(s) of the Competition) and otherwise in accordance with the Frasers Property Privacy Policy. Without limitation, Frasers Property may, for this purpose, disclose entrants' personal information to relevant suppliers, contractors, agents and regulatory bodies. All personal details of entrants will be stored in accordance with the Privacy Policy. To view the Privacy Policy, please visit <http://www.frasersproperty.com.au/Privacy>.