

GENERAL

Ingenia Gardens (Promoter) invites eligible entrants to get creative and participate in the Ingenia Gardens Tea Towel Art Contest promotion (Promotion).

Instruction and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of the Conditions of Entry.

Entry is open to Ingenia Gardens residents in four geographical categories: Queensland, New South Wales, Victoria and Western Australia. Entrants must be an Ingenia Gardens resident prior to the entry close date of 31 August 2022 for the category in which the submit an entry. If an entrant no longer a resident at Ingenia Gardens, their entry will be invalid.

ENTRIES

To enter the Promotion, entrants must submit an original piece of artwork in accordance with these Conditions of Entry.

Entries must:

- Be the original work of the entrant, and not of any other person,
- Not be previously published artworks,
- Not infringe any third-party rights,
- Be related to the theme of the contest 'Tea Towel Art' (as determined by the Promoter in its sole discretion),
- Be drawn on paper measuring A4 in size 210mm x 297mm (8.27 x 11.69 inches)
- Be hand created, using any drawing materials, including, but not limited to, colour pencils, markers, crayons, water paints or acrylic paints,
- Not be computer generated, digitally or electronically created,
- Be uploaded via the online entry portal at ingeniagardens.com.au/teatowelart/entry, or via marketing@ingeniagardens.com.au in circumstances that do not allow the entry to be made online.

PRIZES

Individual prizes will be awarded to the top entry in each of the four geographical categories (4 in total) for the promotion as determined by the judges. The entrant deemed successful by the judges must possess the original piece of artwork in order to win a prize.

Each of those prize winners will receive a Coles Myer gift voucher valued at \$100, that can be redeemed at any store where Coles Myer is accepted and can be processed electronically, cards must be activated within 3 months and are valid for 12 months from date of issue.

Total prize pool value is \$400.

Additionally, each of those prize winners original artwork will feature on our custom Ingenia Gardens Tea Towel merchandise.

The prize winners will be notified by mail and phone by 14th October 2022. It is the entrant's responsibility to notify the Promoter if their contact details change during the Promotion Period.

The Prize(s) and/or parts of the Prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the Prize is cash). If a Prize, or an element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Prizes.

Community prizes will be awarded to the top two (2) communities with the most entries for the promotion as determined by the judges. The entrant deemed successful by the judges must possess the original piece of artwork in order to win a prize.

The community prize winner with the most entries will receive an investment budget valued at \$2,000, that is to be invested back into the community facilities. The runner up community with the most entries will receive an investment budget valued at \$1,000 to be invested back into the community facilities.

Total community prize pool value is \$3,000.

The Community prize winners will be notified by mail and phone by 14th October 2022.

The Community Prize(s) and/or parts of the Community Prize(s) is/are not transferable or exchangeable and cannot be taken as cash (unless the Prize is cash). If a Community Prize, or an element of a Community Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority. The Promoter and its representatives will not be liable for any damage to or delay in transit of Prizes.

SUBMISSION

Entries, must be submitted via the online entry portal ingeniagardens.com.au/teatowelart/entry/. Entries will be accepted from 8:00am AEDT – 01/06/2022 to 11.59pm AEDT – 31/08/2022 (Promotion Period). No entries will be accepted outside of the Promotion Period.

Entrants agree that they will not submit any content that:

- Is unlawful or fraudulent,
- The Promoter may reasonably deem to be in breach of any intellectual property, privacy, or proprietary rights,
- Is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, and
- Is not suitable for publication.

The Promoter reserves the right to disqualify an entry which it considers (in its absolute discretion) does not comply with these Conditions of Entry.

Incomplete Entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.

Entrants agree that they are fully responsible for all content and material they submit, and the Promoter shall not be liable for such to the full extent permitted by law.

No responsibility is accepted by the Promoter for late, misdirected, or illegible entries (including lost, stolen, forged, defaced or damaged proof of entry).

JUDGING

Judging will open to all Ingenia Gardens residents and staff from 8:00am AEDT – 09/09/2022 and close 11:59pm AEDT – 30/09/2022 (Judging Period) at <https://ingenia-help.typeform.com/teatowelvoteIG>

This is a game of skill, and chance plays no part in determining the winner. Each entry will be individually judged based on its uniqueness and art characteristics. The judges' decision in relation to any aspect of the Promotion will be final and binding on every person who enters. No correspondence will be entered into. If a Prize is not claimed or the entry is deemed invalid, the Promoter reserves the right to award that Prize to the next best entry, as determined by the judges.

RIGHTS TO ARTWORK AND PUBLICATION OF WINNERS

By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter and consents to the Promoter using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry, each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. Once submitted, no changes to or withdrawal of an entry will be permitted. Entries will be returned to the entrant after 30/11/2022.

The Promoter and the companies and agencies associated with this Promotion may also publish the names and State/Territory of the winning entrants on their website(s).

LIABILITY

The Promoter will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prize(s) except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

PRIVACY

Entrants consent to the collection of their personal information for the purposes of participating in the Promotion, as outlined in these Terms and Conditions and subject to the Promoter's Privacy Policy which is available at ingeniagardens.com.au/privacy-policy/.

The Promoter may use any personal information provided by entrants in connection with this promotion for the purposes of running the promotion and in advertisements, publications, media statements and other promotional material associated with the promotion and may disclose such information to third parties (including service providers and as required, Australia regulatory authorities) for those purposes. If entrants do not provide the information requested, they will not be able to enter the Promotion.

Entrants' personal information will be handled in accordance with the Promoter's Privacy Policy which is available at ingeniagardens.com.au/privacy-policy/. This Policy includes more details about how entrants can access or correct their information or make a privacy complaint. The Promoter may use the entrant's personal information to provide information about Ingenia Gardens services, programs, special offers, promotions, surveys (unless and until the entrant advises otherwise). Entrants can advise the Promoter at any time if they no longer wish to receive this information by contacting the Promoter at 1300 132 946 or emailing marketing@ingeniagardens.com.au.