

**TERMS AND CONDITIONS FOR TIMBERTOP ESTATE
"CHRISTMAS LIGHTS COMPETITION 2015" PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this "Christmas Lights Competition 2015" Promotion ("**Promotion**") is deemed acceptance of these Terms and Conditions.

ELIGIBILITY

2. Subject to the below, this Promotion is open to residents of Timbertop Estate, Victoria only. The following are ineligible: (i) employees of the Promoter, or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

PROMOTION PERIOD

3. This Promotion commences at 5.00pm on 20/11/2015 and ends at 5.00pm on 18/12/2015 ("**Promotion Period**"). All times stipulated in these Terms and Conditions are based on local time in Victoria.

HOW TO ENTER

4. To be eligible to enter this Promotion, eligible individuals must, during the Promotion Period, decorate their home with Christmas decorations and a minimum of three illuminated lights, take a photo and send via email including their full name and contact number to: info@timbertopestate.com.au ("**Eligible Purchase**").

5. It is a condition of entering the Promotion that entrants agree for their personal information to be added to the Timbertop Estate database and to be used in accordance with the purposes set out in these Terms and Conditions.

LIMITS ON ENTRY

6. Limit of one (1) entry per Eligible Purchase per person, per day and in accordance with the entry requirements.

DRAW DETAILS

7. The judging will take place at Timbertop Estate, 9 Penshurst Crescent, Officer VIC 3809 at 11am on 23/12/2015. The winners will be decided by the Promoter based on creativity and individuality.

WINNER NOTIFICATION

8. The provisional winners will be notified by phone and in writing via email by 1pm the day of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. Winners will have their names and suburb published on the Timbertop Estate Facebook page on 23/12/2015.

PRIZES

9. The first valid entry chosen will win an EFTPOS card valued at \$1,000. The second and third valid entries chosen will win an EFTPOS card valued at \$500. The fourth valid entry chosen will win an EFTPOS card valued at \$250. A further ten entries will be chosen and will win a Timbermill Café voucher valued at \$25 each. Any ancillary costs associated with redeeming any voucher are not included. Any unused balance of any voucher will not be awarded as cash. Redemption of any voucher is subject to any terms and conditions of the issuer including those specified on the voucher.

UNCLAIMED PRIZE DRAW

10. Any prize that has been won but remains unclaimed will be entered into the unclaimed prize draw. The unclaimed prize draw will take place at the same time and place as the original draw on 23/03/2016. Winners, if any, will be notified in writing by email within two (2) business days of the draw and will have their names and suburbs published on the Timbertop Estate website on 25/03/2016.

GENERAL

11. Incomplete, indecipherable or illegible entries will be deemed invalid.

12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

13. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

14. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

15. Total prize pool value is \$2,500.00.

16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

17. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

20. The Promoter's decision is final and no correspondence will be entered into.

21. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Timbertop Estate companies (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Timbertop Estate of companies (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

PRIVACY

23. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the Timbertop Estate database. The Promoter and the Timbertop Estate may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in the Timbertop Estate Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter and/ or Parklea. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please write to the That Marketing Company, Unit 3, 1 Industry Boulevard, Carrum Downs VIC 3201. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. All entries remain the property of the Promoter.

24. The "**Promoter**" is Timbertop Estate (in its capacity as The Trustee for Timbertop Estate ABN 27 180 052 562) of C/- Parklea, 4/29 Cardinia Rd, Officer VIC 3809.