

TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

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| Promotion name | Searles Garden Photo Competiton |
| Eligible States/Territories | National |
| Promotion period | Start: 2 Oct 2023 12:00 AM End: 6 Nov 2023 11:59 PM No entries will be accepted outside this time. |
| Website address | https://www.searlesgardening.com.au/ |
| Promoter | Searles Garden Products 4914 D'Aguilar Highway Winya QLD 4515 |
| Eligible entrants | Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements. |
| Details of prizes | <p>The best entry/entries as determined by the judges will be deemed the prize winner(s) and will win:</p> <p>Each garden category (4) has one winner. The winner of each garden category will have their entry photos featured in an edition of About The Garden Magazine. The edition that the entry photos are included in will be determined at the time of the draw. In addition to being featured in About The Garden Magazine, each category winner will one product pack prize as listed below. Winners can be located in any state in Australia.</p> <p>Cottage Garden Winner Product Prize 2 x Recharge Pots & Gardens 1.25kg 2 x Deluxe Bypass Pruner 2 x Flourish Blooms & Gardens 1kg RRP \$130</p> <p>Potted Garden Winner Product Prize 3 x Recharge Pots & Gardens 1.25kg 2 x Penetraide Rewet Granules 1.25kg 2 x Flourish Green & Growth 500g 1 x Deluxe Bypass Pruner RRP \$125</p> |

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| | <p>Native Garden Winner Product Prize 4 x Robust Native Gardens 500g 2 x Deluxe Bypass Pruner 2 x Penetraide Rewet Granules 1.25kg RRP \$130</p> <p>Tropical Garden Winner Product Prize 2 x Recharge Pots & Gardens 1.25kg 2 x Deluxe Bypass Pruner 2 x Flourish Blooms & Gardens 1kg RRP \$130</p> <p>4 Prizes in total - 1 prize per garden category.</p> |
| Total number of prizes | 4 |
| Total prize value | Total prize pool (inc GST): \$515.00 |
| Method of entry | <p>To enter, an entrant must, during the promotional period:</p> <p>Visit the competition website and upload a suitable image/photo to your garden category corresponding to the promoted requirements, and then complete the mandatory details on the online entry form, in accordance with any instructions on the website. By submitting and entering your photos, you are giving Searles Garden products complete permission to reuse your photos both digitally and in print. By submitting your entry you are opting in to receive email marketing newsletters from Searles and About The Garden. The winner will be determined by a public vote. If the public vote does not determine a clear winner, Searles Garden Products will choose a winner at their discretion.</p> |
| Maximum number of entries | Unlimited |
| Determination of winners | <p>This is a game of skill and chance plays no part in determining the winner.</p> <p>The judging will be performed by a judge/panel of judges appointed by the Promoter.</p> <p>The prize draw will begin 10:00 AM on 08 Nov 2023</p> <p>Location of the judging: Searles Garden Products Level 6, 8 Maroochydore Road Maroochydore QLD 4560</p> |
| Notification of winners | Winners will be notified via Email no later than 10 Nov 2023. |

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| <p>Public announcement of winners</p> | <p>The winners will be published here: Searles Garden Products on 01 Dec 2023</p> |
| <p>Unclaimed prize selection</p> | <p>If the prize(s) are unclaimed by the unclaimed prize selection date, the Promoter will award the prize(s) to the Eligible Entrant(s) who came runner-up when the entries were judged, subject to any directions from any regulatory authority.</p> <p>Unclaimed prize draw date: 10:00 AM on 08 Feb 2024</p> <p>Location of unclaimed prize draw: Searles Garden Products Level 6, 8 Maroochydore Road Maroochydore QLD 4560</p> |
| <p>Notification of unclaimed prize winners</p> | <p>Unclaimed prize winners will be notified via Email no later than 10 Feb 2024.</p> |
| <p>Public announcement of winners from unclaimed prize selection</p> | <p>The winners of unclaimed prizes will be published here: Searles Garden Products on 02 Mar 2024</p> |

Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the terms and conditions providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. The Promotion will be conducted during the Promotion period.
4. The time zone applicable to any time stated, relates to the state or territory where the Promoter is located, unless expressly stated to the contrary.
5. The Prize/s are specified in the Details of prizes section of the Schedule.
6. The total prize pool is specified in the Total prize value section of the Schedule.
7. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
8. 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 any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
9. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
10. The time of entry will be deemed to be the time the entry is received by the Promoter.
11. Entrants may submit up to the Maximum number of entries (if applicable).

12. 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.
13. The prize(s) will be awarded to the best entry/entries as judged in accordance with the Prize selection details. Entries must not have been published previously and/or have been used to win prizes in any other competitions. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content or does not meet the criteria relating to the method of entry. The judges' decision is final and no correspondence will be entered into.
14. The winner does not need to be present at the selection unless expressly stated to the contrary.
15. 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.
16. 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 promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
17. 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.
18. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
19. The promoter may conduct an Unclaimed prize selection in accordance with the Unclaimed prize selection section of the Schedule (if applicable). In the event the Unclaimed prize selection takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize selection in accordance with the Notification of unclaimed prize selection section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize selection will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize selection. If a prize is no longer capable of being redeemed, the new winner will receive a prize, as determined by the Promoter, of equivalent

value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter).

20. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion 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 Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) 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 Promotion 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.
21. 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 Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
22. 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.
23. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
24. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. 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.

25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
26. 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 Promotion) to proceed with the Promotion 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 Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
27. All entries become the property of the Promoter. As a condition of entering into this Promotion, 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 any and 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 entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. 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.
28. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion 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.
29. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
30. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

31. Facebook, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion 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 Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok or Snapchat.