

2018 Easter Colouring Competition

Terms and Conditions

1. By allowing an Eligible Child to participate in the Competition, the Participant agrees to these Terms and Conditions.
2. To participate in the Competition, an Eligible Child must submit an Eligible Entry during the Competition Period.
3. An Eligible Child may only enter the Competition once during the Competition Period.

Eligibility

4. The competition is only open to Eligible Children.
5. The Promoter reserves the right, at any time, to verify the eligibility of any Eligible Child (including an **Eligible Child's identity, age and place of residence**) and to **disqualify an Eligible Child if that Eligible Child or the Participant does not comply strictly with Terms and Conditions or tampers with the entry process**. Incomplete, indecipherable or illegible entries will be deemed invalid. If requested by the **Promoter, a Participant must provide the Promoter with evidence of the Eligible Child's eligibility**. Failure by the Promoter to enforce any of its right at any stage does not constitute a waiver of those rights.
6. All submissions must be received by Participating LJ Hooker offices before 5:00pm Thursday 29th March 2018.

The Prize

7. There will be 2 Prizes and 1 winner of each Prize.
8. The Prize is not transferable, refundable or exchangeable and cannot be taken as cash.
9. Each Eligible Entry will be entered into the Competition.
10. To enter, Eligible Entry must:
 - (a) colour-in the official Colouring-in form;
 - (b) **contain the Participant's full name, email address and telephone number and the Eligible Child's name and age;**
 - (c) be handed in to participating LJ Hooker Forest
11. The Prize winner will be the Participant who is the parent or guardian of the Eligible Child who submits the best Eligible Entry as determined by the Promoter or its delegate at its discretion. The Prize winner will be selected on 30th March 2018.
12. The Promoter will use reasonable efforts to notify the Prize winner by telephone or otherwise to arrange delivery or collection of the Prize.
13. If despite reasonable efforts the Promoter is unable to locate or contact the Prize winner within one week after the Prize winner is decided, another Prize winner will be selected and any subsequent winner will be notified in accordance with these Terms and Conditions.
14. The Promoter may, but is not obliged to, publish the results of the Competition. By entering into this Competition the Participant gives their consent for their personal details and the personal details of the Eligible Child to be published if they are a winner.

15. A Participant claiming to be the Prize winner will be required to provide proof of identity.
16. **The Promoter's decision as to the winner of the Prize is final and binding and no correspondence** will be entered into in relation to the conduct of the Competition or otherwise.
17. Winners will be announced on Friday 30th March 2018 **and winner's detail will be displayed on** frenchsforest.ljhooker.com.au. Winners will also be notified directly.
18. The Promoter does not accept any responsibility or liability for any variation in the value of the prize.

General Terms

19. The Promoter Entities shall not be liable (including, without limitation, in negligence) for:
 - (a) any loss or damage whatsoever that is suffered (including, but not limited to, indirect or consequential loss); or
 - (b) any personal injury suffered or during the course of participating in this Competition, except for and to the extent that any liability cannot be excluded by law.
20. The Participant indemnifies and keeps indemnified, the Promoter Entities against all claims, losses, damages, costs and expenses suffered or incurred by the Promoter Entities or any third parties arising out of the breach of these Terms and Conditions by the Participant or the Eligible Child, the conduct of the Participant or the Eligible Child in the Competition, or the use by the Participant or the Eligible Child of the Prize.
21. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law and subject to any written directions from a regulatory authority (if any) to:
 - (a) disqualify any participant or Eligible Child; and/or
 - (b) modify, suspend, terminate or cancel the Competition as appropriate

Privacy

22. Under the Privacy Act 1998 (Cth), the promoter must tell Participants when it collects personal information about the Participant or Eligible Child and how it plans to use it. If a Participant allows an Eligible Child to enter or take part in the Competition, the Participant will be required to provide the Promoter with personal information about themselves and the Eligible Child such as the **Participant's name, email address and telephone number and the Eligible Child's name and age.**
23. Entrants, being under 12 years of age, must obtain the consent of their parents or legal guardian to enter the promotion and provide personal information without disclosing (or who attempt to conceal) their age (as and where required) and/or do not provide the required parental consent (as and where required) will be deemed invalid. The condition of Entry will bind the entrants and any parent or legal guardian who gives their consent (for entrants aged 12 years and under).
24. The Promoter will collect and use the personal information which the Participant has provided about the Participant and the Eligible Child for the purpose of carrying out the Competition.

25. By allowing an Eligible Child to participate in the Competition, a Participant consents to the collection and use of his or her information and the information of the Eligible Child in the manner outline in these Terms and Conditions.
26. If a participant would prefer that **the Promoter does not use the Participant's or Eligible Child's** details in the way outlined in these Terms and Conditions and/or retain their details, the Participant should contact the Promoter on 02 9451 0044.
27. A Participant has the right to access most personal information which the Promoter holds about the participant and Eligible Child. A Participant may contact the Promoter on 02 9451 0044 to ask for **access to the Participants' or Eligible Child's information, or if the Participant has a complaint concerning a Participant's or Eligible Child's information privacy. The Promoter may deny the Participant's request for access in some circumstances. If the Promoter does this, it will tell the Participant why.**
28. If a Participant considers that any information that the promoter holds about the Participant or **Eligible Child is inaccurate or if at any time the Participant's details change the Participant may** contact the Promoter on 02 9451 0044 and the promoter will take reasonable steps to ensure that such information is correct.
29. The Promoter will take reasonable steps to keep personal information secure from misuse, loss or unauthorised use or disclosure.

Definitions

“colouring-in Form” means the official colouring-in form for the competition:

- (a) Available for collection from participating LJ Hooker Forest – shop 6, 55 Sorlie Road, Frenchs Forest
- (b) Available to download at frenchsforest.ljhooker.com.au

“Competition” means the opportunity to be selected as the winner of the Prize in accordance with these Terms and Conditions.

“Competition Period” means the period from 14th March 2018 to 29th March 2018

“Eligible Child” means a child who:

- (a) is 12 years of age or younger as at 29th March 2018
- (b) has the consent of their parent or guardian to enter the competition;
- (c) Australian Residents
- (d) is not a Non-Eligible Person and whose parent or guardian is not a Non-Eligible Person; and
- (e) Submits an Eligible Entry.

“Non Eligible Person”

- (a) owners of participating office
- (b) the employees of participating offices

“Participant” means the parent or guardian of an Eligible Child who gave consent for that Eligible Child to participate in the Competition.

“Prize” means

Prizes TBA

“Promoter” means LJ Hooker Forest 61 131 794 388 of 55 Sorlie Road, Frenchs Forest NSW 2086 as owner of LJ Hooker Forest.