

# Melbourne International Flower and Garden Show/Lawn Solutions Australia Competition

1. This competition is a promotion run by Lawn Solutions Australia ABN [15 161 332 323](#) , 270 Princes Hwy, Jaspers Brush, NSW 2535 ("Promoter") . The Trade Permit Number is [LT/PS/19/31255](#)
2. Entries and information on prizes and how to enter form part of these terms and conditions. Entries not completed in accordance with these Terms and Conditions are ineligible. Participation in this competition constitutes acceptance of these Terms and Conditions.
3. The competition is open to entrants 18 years and over, Entries are via website [www.lawnsolutionsaustralia.com.au](http://www.lawnsolutionsaustralia.com.au) before February 15<sup>th</sup> 2019. The draw is a game of chance and not skill. The draw will be conducted randomly by computer selection.
4. Employees of the Promoter and related entities of the Promoter are ineligible to enter. This includes officers, committee, management, contractors and staff of Sir Walter Marketing Trust, Lawn Lovers, Green Propeller, and Lawn Solutions Australia.
5. The competition commences February 1<sup>st</sup> 2019 and closes 11.59pm AEST February 15<sup>th</sup> 2019. The competition will be drawn at 12.00pm AEST on February 18<sup>th</sup> 2019 at the office of Lawn Solutions Australia, 270 Princes Hwy, Jaspers Brush, NSW 2535. Proof of identity will be required to redeem prizes.
6. There will be 1 winner in this competition who will be chosen at random from all eligible entries received. The Promoter's decision is final and no correspondence will be entered into.
7. Entry is by filling in an entry form online at the Lawn Solutions Australia website. Entries are limited to 1 per person.
8. The winner will receive: 2 x return flights to Melbourne Airport (Tullamarine) from your nearest capital city, Accommodation for 2 nights for 2 people, 2 x admission tickets for the Melbourne International Flower & Garden Show AND 2 x admission tickets evening tour. Prize dates are Thursday 28<sup>th</sup> & Friday 29<sup>th</sup> March - These dates are not interchangeable. Total prize pool value is \$1500.00 Inc. GST.
9. Prize components may alter at the discretion of the Promoter. Any change in the value of the prize between the publishing date and the date prizes are claimed is not the responsibility of the Promoter. Flights cannot be modified.
10. The prize value is correct at time of printing and the Promoter accepts no responsibility for any subsequent variation in the prize value.
16. The prize is not transferable, exchangeable or redeemable for cash.
17. The prize is subject to availability and all other relevant Terms and Conditions.
18. The winner will be notified by phone, email or mail and published on [www.lawnsolutionsaustralia.com.au](http://www.lawnsolutionsaustralia.com.au)
19. All entries become the property of the Promoter. No responsibility is accepted for late, lost or misdirected entries.
20. The information that entrants provide will be used by the Promoter for the purpose of conducting the competition, and of periodically providing entrants with marketing information about the Promoter's products and services. By entering this competition entrants consent to the use of their contact details for the purposes described in this clause. Entrants agree that they may be filmed, photographed and/or interviewed by Lawn Solutions Australia or its contractors and that their name and image may be used by the Lawn Solutions Australia.
21. The Promoter will not be liable for any loss or damage or for any personal injury sustained as a result of taking the prize or entering into this competition. The promoter makes no representations or warranties as to the quality, suitability or merchantability or any goods or services offered as prizes. To the extent permitted by law, the Promoter is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, of goods and services by any person to the prize and winner and, where applicable, to any persons accompanying the prize winner.
22. If any prize is unavailable, the Promoter reserves the right to substitute the prize with a prize of equal value or specification subject to regulatory approval. No responsibility or liability is accepted for any variation in the value of the prizes. All prize values are in Australian dollars.
23. The prize cannot be transferred to another person, nor upgraded, nor exchanged or sold for cash or used with any other promotions.
24. The winner will be notified by email on February 18<sup>th</sup> 2019 and their name be published on [www.lawnsolutionsaustralia.com.au](http://www.lawnsolutionsaustralia.com.au) on February 18<sup>th</sup> 2019. Only the winner will receive written notification. If the winner cannot be reached within 2 weeks at the email address, address or telephone

number provided on their entry, then they will unfortunately be disqualified and a new winner will be selected. For the purposes of any redraw, the stipulated time shall mean that the Promotion Prize will be kept for 2 weeks from the prize draw date, and the redraw (if any) will take place on March 4<sup>th</sup> 2019 at 12.00pm (AEST), The redraw will take place at 270 Princes Hwy, Jaspers Brush, NSW 2535.

25. If for any reason a winner does not take their prize (or an element of a prize) by the time stipulated by the Promoter, or chooses not to participate in the Promotion, then that prize (or element thereof), will be forfeited.

26. The winner agrees that any liability they may suffer as a result of receiving goods or services that make up part or all of the prize, is separate liability that is between them and the relevant supplier only, and is not the liability nor responsibility of the Promoter (except where the Promoter is the relevant supplier).

#### Personal Information and Privacy

27. You can contact the Promoter's Privacy Officer if you would like details of the personal information that the Promoter may hold about you or if you would like it to be corrected. Our Privacy Officer's contact details are:

Privacy Officer

PO Box 282

Berry, NSW 2535

or via email at

[kim@lawnsolutionsaustralia.com.au](mailto:kim@lawnsolutionsaustralia.com.au)

#### Limitation of Liability

28. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

29. The Promoter may:

a) modify or suspend the Promotion if all entrants participating in the competition until that point are notified of the changes to these Conditions of Entry, upon notification of any such changes, the affected entrants may terminate their participation in the competition without any liability to the entrant; or

b) terminate or cancel the Promotion subject to regulatory approval.

The Promoter will not be liable for any modification, suspension, termination or cancellation.

29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.