

# Marion's Gardening Showcase

## Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Employees and the immediate families of the Marketer, and their associated agencies and companies connected with this competition, are not eligible to enter.
3. Only one entry per address and one garden category per entry is permitted. However, staff reserve the right to change the category of an entry at their discretion.
4. Gardens entered into the Showcase must be located within the City of Marion boundaries.
5. An entry form together with a photograph of the garden must be submitted.
6. The winner will be randomly picked in a 'lucky draw'. To enter the draw, people must submit a valid entry to Marion's Gardening Showcase.
7. The competition begins at 9am on Friday, 16 October (South Australia time) and concludes at 5pm, Friday 13 November.
8. There will be four prizes selected by a lucky draw.
9. The prizes are as follows for each category: balcony/container garden (\$100 Mitre 10 voucher), urban garden (\$100 Mitre 10 voucher, community garden (\$100 Mitre 10 voucher and young gardener under 12 (\$50 Mitre 10 voucher)
8. The winners will be drawn on Wednesday 18 November and posted on the City of Marion Facebook page on the same day.
9. By supplying your details and entering the competition, you are agreeing to City of Marion's [privacy policy](#).
10. **This competition is a game of chance.**
11. The Marketer reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Marketer, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Marketer, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Marketer. The Marketer reserves the right to disqualify a winner if Marketer becomes aware that the winner is of a type described in this clause.
12. If the winner is unavailable to take the prize, then the winner must forfeit the prize. Prizes are non-transferable and will be awarded only to a present competitor that is judged as the winner.
13. By entering this competition, entrants accept and acknowledge full responsibility for their decision to participate in the major prize should they be chosen as a winner. The winner releases the Marketer and other Marketers, their related bodies corporate, affiliates, officers, agents and employees from all liabilities, loss and damage of any kind arising at any time out of, or in connection with, the acceptance of, and participation in, the prize. Without limiting the foregoing, the released parties will not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the major prize or any other aspect of the prize. The winner acknowledges that they have been warned that there is a possibility of an accident causing injury, death or property damage in accepting the prize.
14. If the prize is unavailable, for whatever reason, the Marketer reserves the right to substitute the prize for a prize of equal or greater value.
15. In consideration for the Marketer awarding the prize to the winner, the winner hereby permits the winner's image and/or voice and/or actions as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with The Marketer or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
16. The winner will be announced publicly on City of Marion's publications and marketing materials including website, Facebook and Twitter pages and future marketing materials and collateral.
17. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Marketer then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

18. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Marketer accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
19. A judge or judges appointed by the Marketer in its sole discretion will judge valid entries. The judge or judges' determination of the winner is final and no correspondence will be entered into.
20. Prize will be deemed to be accepted once contact has been established with the winner and any details deemed necessary in accordance with these terms are verified.
21. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Marketer. A request to access or modify any information provided in an entry should be directed to Marketer.
22. The Marketer's decision in relation to all matters is final and the Marketer will not enter into correspondence regarding the Competition result.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
24. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Marketer's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Marketer may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
25. The Marketer shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Marketer is not responsible for any incorrect or inaccurate information, either caused by the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access.
26. The Marketer reserves the right in its sole discretion to disqualify any individual who the Marketer has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Marketer's legal rights to recover damages or other compensation from such an offender are reserved.
27. The Marketer and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
28. If for any reason this competition is not capable of running as planned, including due to power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Marketer, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Marketer reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
29. The Marketer collects personal information about you to enable you to participate in this promotion and may use such information in accordance with its privacy policy, which is available at [marion.sa.gov.au/privacy](http://marion.sa.gov.au/privacy)
30. The Marketer is City of Marion, (ABN: 37 372 162 294) of 245 Sturt Road, Sturt SA 5047.