

**2024 MAKE HUME SHINE CHRISTMAS LIGHTS COMPETITION  
TERMS AND CONDITIONS**

**STANDARD TERMS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion deems acceptance of these Terms and Conditions.
2. The Promoter is Hume City Council (ABN - 14854354856) of 1079 Pascoe Vale Road, Broadmeadows.

**WHO CAN ENTER**

3. Entry is only open to Hume residents and businesses located in Hume City.
4. Entrants must be over 18 years old.
5. Winners from 2023 Make Hume Shine are not eligible to enter in 2024.
6. Employees (and their immediate families) of the Promoter, including but not limited to Hume City Council staff, councillors, contractors and agencies associated with this promotion, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

**HOW TO ENTER**

7. To enter, individuals must complete the following steps during the Promotional Period. The Promotional Period commences on Monday 18 November 2024 at 09:00am (AEDT) and concludes on Wednesday 11 December at midnight (AEDT). Entries must be received by the Promoter by the competition close date and time.
8. To complete their entry, entrants must upload an image of their own residential or business display at: [participate.hume.vic.gov.au/make-hume-shine-2024](https://participate.hume.vic.gov.au/make-hume-shine-2024)
9. Entrants must register on Participate Hume to submit their entry
10. Displays may be a combination of Christmas lights and decorations only. Entries must not contain any material that is defamatory, discriminating, obscene, indecent, harassing, or threatening, or is otherwise unlawful. Any entry, that at the discretion of the Promoter, is deemed to be offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening, will immediately be disqualified from entering the Competition. The Promoter's decision in relation to any aspect of the Competition is final. No correspondence and/or discussion will be entered into. The promoter does not accept liability for any entries that may contain the use of any material that is offensive, discriminatory, defamatory, obscene, indecent, harassing, or threatening in nature.
11. Entrants must specify if they are entering Best Residential Display or Best Business display
12. Entrants may only enter once and can only enter their own display.

**PRIZES**

1. The prizes on offer are:
  - Residential: 1<sup>st</sup> place \$1,000 e-gift card, 2<sup>nd</sup> place \$500 e-gift card, 3<sup>rd</sup> place \$250 e-gift card.
  - Business: 1 X \$250 gift card.
  - Prize values are GST inclusive and are in Australian dollars. The Promoter accepts no responsibility for any tax implications that may arise from winning the Prize. Independent financial advice should be sought
2. Validity of the voucher prizes cannot be extended, and prizes cannot be used in conjunction with any other offer. The prizes are subject to individual terms and conditions as specified on the vouchers.
3. The prizes will be sent to recipients via email.
4. The prizes must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. If the winner is unable to satisfy these terms and conditions or a prize is not utilised or able to be taken within the specified timeframe, the prize will be forfeited by the winner.
5. The prizes, or any unused portion of a prize, are not transferable, exchangeable, refundable or redeemable for cash. If any prize (or part of any prize) is unavailable, 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.

6. In participating in the promotion, the winners agree to participate and cooperate as required in all editorial or marketing activities relating to the promotion, including but not limited to being interviewed and photographed. The winners grant the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
7. The winners agree that they will not sell or otherwise provide their story and/or photographs to any media or other organisation. The winner undertakes to be personally liable to observe these terms and conditions.

## HOW TO WIN

8. Each entrant who has entered the promotion over the Promotion Period in compliance with these terms and conditions will be eligible.
9. Finalists will be selected by a panel of Council officers. Finalists will be selected on a criterion based on the creativity, sustainability and Christmas spirit of each entry. The finalists for the residential and business categories will then be voted on by the public.
10. Voting is completed via public platform and the entry with the most votes will be declared winner. To vote you must register on Participate Hume. You can only vote once per category. Any duplicate or fraudulent votes will not be counted.
11. Winners will be announced by early January 2025 on Council's website and social media. Winners will be notified by email.
12. The Promoter's decision is final and no correspondence will be entered into. Should there be a tie on the number of votes for any entry, Council officers will decide the overall winner based on the values of effort, Christmas and Community spirit.
13. The winners must, upon request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that the winner is an eligible entrant (as defined by clause 3, 4, 5 and 6 in the *Who Can Enter* of these terms and conditions) and has complied with these Terms and Conditions.
14. As a condition of accepting the prize, the winners must sign any legal documentation in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to, a legal release and indemnity form.
15. Incomplete, incomprehensible or otherwise misleading entries may be deemed invalid.
16. Entries for the promotion may be deemed invalid by the promoter, if they are submitted in a manner or format or otherwise which suggests that an automated or robotic service has been used to generate and/or send entries.
17. 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.
18. When an entrant submits any materials via the promotion including comments, and images ("Content"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its service providers and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub- licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice (including photograph) 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.
20. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.

21. The Promoter and its service providers will take no responsibility for prizes which may be damaged, delayed or lost in transit, or for late, lost or misdirected entries.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
23. 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.
24. The Promoter and its service providers accept no responsibility for any misadventure, accident, injury, loss, error, omission, interruption, defect, theft, damage, howsoever caused, including fees or expense incurred (including but not limited to consequential loss), or claim that may occur:
  - a) during the promotion period;
  - b) as a consequence of late, lost or misdirected entries;
  - c) due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
  - d) arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
  - e) during the use of the prizes;
  - f) due to circumstances outside the Promoters' reasonable control.
  - g) The Promoter and its service providers 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.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties or similar consumer protection laws in the State and Territories of Australia.

#### **USE OF PERSONAL INFORMATION**

26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to internal council purposes, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, use this information for promotional, marketing, publicity, research, profiling and/or other purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter. Furthermore entrants acknowledge and agree that their personal information will be handled in accordance with Council's Privacy Policy and Statement. A copy of Council's Privacy Statement can be accessed at: [Privacy Statement - Hume City Council](#)