

TERMS & CONDITIONS | Millwater Christmas Lights Competition 2024

1. Information on how to enter the 2024 Gareth Hookham Real Estate Millwater Christmas Lights Competition (the Competition) forms part of the terms and conditions of entry.
2. Entrants into the 2024 Gareth Hookham Real Estate Millwater Christmas Lights Competition will be deemed as having read the full terms and conditions before entry and as having accepted these terms and conditions.
3. Entrants are only able to enter their property once.
4. The Competition commences at 9am Friday 1st of November 2024 and entries must be received by the closing date, Sunday 15th of December at 11.59pm. No entries will be accepted after the close date. The decision of the Promoter to accept and reject an entry is final. No correspondence will be entered into.
5. Voting will commence on the 16th of December from 12.00am and close on the 23rd of December at 10pm. Winners will be announced on social media and contact via email or phone on the 24th of December at 12pm.
6. Voters are only able to vote once.
7. The "Promoter/Sponsor" means Gareth Hookham Real Estate from Harcourts Cooper & Co, Silverdale.

How to Enter:

1. Entry into the Gareth Hookham Real Estate Millwater Christmas Lights Competition is free and only available to residents within the Millwater Suburb.
2. Entry forms are available online at <https://www.garethhookham.co.nz/millwater/>
3. Entrants must be 18 years of age or older to enter.
4. Employees of any sponsors and their immediate family are ineligible to enter - 'immediate family' being a person or persons dwelling in the same house.

5. All entrants agree to allow the Promoter and its contractors or agents to publicise the address at which the entrants' Christmas Lights will be displayed in media, including flyers and promotional material. Publication of these address details will only be for the purpose of promoting the Competition and no other personal information of entrants will be published.

6. By entering this competition, you agree to Gareth Hookham Real Estate notifying you of details of this Competition, and future Gareth Hookham Real Estate Millwater Christmas Lights Competition.

7. All entrants agree to allow the Promoter and its contractors or agents to publicise photos, sound recordings and video recordings of their display in media, including flyers and promotional material and that the Promoter is not required to pay a fee for this use/purpose.

8. The Competition will be run in the following categories: first, second and third place with a spot prize for 1 voter and a donation of \$500 given to one selected charity of the voters choosing. Saving Hope, Gumboot Friday, Orewa Surf Life Saving, Feed the Need & Parenting Place.

9. All Entrants will be required to have a 600x400 lawn sign on their property with a QR code. This QR code will take the voter to a voting page where their address will be displayed amongst all other entries. This sign will also have branding advertising Gareth Hookham Real Estate and Harcourts Cooper & Co, alongside the entrant's address.

10. The voting parameters for all categories are based on: First impressions; Creative design - attractive use of light and colour; Showmanship – creativity and uniqueness/Christmas theme; Use of non-lighting decorations and Atmosphere.

GENERAL CATEGORY PRIZES:

a. Best Judged First Prize - \$1000 Air BnB Voucher

b. Best Judged Second Prize – Weber Barbeque valued at \$649

c. Best Judged Third Prize – Chuffed Gifts voucher valued at \$499

d. Voters Lucky Dip Prize – Prezzy card \$500 with another \$500 donated to the voters charity of choice, which is selected at time of casting vote. Saving Hope, Gumboot Friday, Orewa Surf Life Saving, Feed the Need & Parenting Place.

12. Winners will be notified via a phone call and then announced via social media platforms from the 24th of December.

13. In the event of any dispute regarding the rules, conduct, results, and all other matters relating to the Gareth Hookham Real Estate Millwater Christmas Lights Competition., the decision of the public voters shall be final, and no correspondence or discussion shall be entered into.

14. 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.

15. The misuse of electricity can cause injury or death. Entrants must not use any indoor lighting products outdoors and must comply with the safety instructions on all electrical products used. Electrical safety is paramount and must be exercised at all times. Misuse of electricity could lead to your disqualification from the competition.

16. Inspections by qualified electricians to check the safety of the entrant's display are highly recommended and will be the responsibility and at the expense of each entrant.

17. Entrants need to consider the impact their display (and compliance with any restrictions or directions) will have on the safety of vehicular and pedestrian traffic and must plan to ensure that any risks are minimised, including obtaining any relevant permits.

18. Entrants are not to use the footpath, electricity poles, nor any property outside their property boundary for any purpose of their display. The footpath may only be used for compliance with any restrictions or directions where it can be done safely, and the Entrant has obtained any permits for such use.

19. For safety and security reasons the Promoter recommends that free-standing Christmas Lights/Props are designed so that they are able to be removed and secured overnight. The security of all aspects of the display is the sole responsibility of the entrant.

20. The organisers and sponsors accept no responsibility for damage, injury, or theft which may occur as a result of your entry into this competition.

21. Failure to comply with the Terms and Conditions of Entry may lead to immediate disqualification of an entry and withdrawal of prizes.

22. Gareth Hookham Real Estate Millwater Christmas Lights Competition is designed to encourage community participation and the spirit of giving and sharing. Entrants agree to enter the competition in the spirit in which it was intended and act accordingly.

23. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, tampers with the entry process not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

24. The Promoter and its contractors or agents, may take photographs, sound recordings and video recordings of runner ups, finalists and winners at the address at which the entrants' Christmas Lights will be displayed. These images may be used on social media and print media at the discretion of The Promoter. The Promoter may use and manage the Personal Information for marketing and promotional purposes for promoting the event and acknowledging the entrants.

25. The Promoter accepts no responsibility for any error, omission, interruption, defect, theft or destruction or alteration of entries, however caused, nor responsibility for property or personal and third party damage, injury or theft which may occur as a result of your entry into the Gareth Hookham Real Estate Millwater Christmas Lights Competition

26. To the extent permitted by law, each entrant and the Prize winner (including any person that consumes the Prize with the Prize winner) irrevocably waives all rights against the Promoter and its related companies, its employees, servants, agents, independent contractors or representatives (together, the 'Indemnified Persons') and releases and discharges the Indemnified Persons from all claims, liability, costs, expenses, damages or losses (whether direct, indirect or consequential and whether arising under statute, from negligence, personal injury, death, property damage or otherwise) arising from or in connection with the Competition or the Prize. These terms do not limit or exclude liability to the extent that liability cannot, by law, be limited or excluded.

27. To the extent permitted by law, neither the Promoter nor any of its related companies or associated agencies accepts any liability to the prize winner(s) or anyone else for any injury, damages, expenses or loss whatsoever (including without limitation loss of profit, revenue or business and indirect, consequential, special or incidental loss or damage), relating to entry into the Competition (including, but not limited to, in the event that the Promoter decides, in their absolute discretion, to cancel the Event) or which is sustained in the course of accepting or using a prize.

28. All entry forms submitted become the property of the Promoter.

29. Entrants acknowledge and agree that as a result of entering the Competition they are providing their personal information to the Promoter (Gareth Hookham Real Estate) and its contracted service providers for the purpose of administering the Competition, awarding prizes, and publicity (including publication of entrant's addresses for the purpose of facilitating viewing of entries by the public). Furthermore, entrants acknowledge and agree that their personal information will be handled by Gareth Hookham Real Estate in accordance with the privacy act.