

21 LC Specifier Survey Terms & Conditions

Competition Name	21 LC Specifier Survey
Promoter	Light Culture Australia ABN: 74 128 959 026
Entry – residency restriction	Entry is only available to residents of: Australia
Entry – age restriction	Must be over 18 years of age to enter
Competition Period	8:00am AEST on 14/12/2021 to 11:59pm AEST 31/01/2022
How to enter	To enter the Competition, each entrant must, during the Competition Period: Complete the Survey for Light Culture Australia, and provide their email address.
Are multiple entries permitted	No
Receipt of entries	Entry is online only
Prize - Description	ONE Trilux Bicult with Luminaire Base in white. Valued at \$4000 The prize must be claimed within 7 days of the winner notification and will be delivered to the winner. The prize cannot be exchanged for cash.
Total number of prizes	1
Total Prize Pool	\$4000
Judges	The Judges will be 3 members of the Light Culture team.
Determining the winner	The winner will be determined, at or around 3:00pm AEST on 1/02/2022 at the ‘Promoters’ office.
Notifying winners	Within 7 days of the winner being determined the winner will be notified by email and/or phone.

PART A - INTRODUCTION

1. Information on how to enter and Prize details form part of these terms and conditions.

Light Culture Australia Pty Ltd

Head Office: 61 Pile Road, Somersby, NSW, 2250

Phone: 1300 300 904 · Fax: 1300 300 923 · E-Mail: info@lightculture.com.au · Website: www.lightculture.com.au

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2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

PART B – PRIVACY

5. The Promoter will collect and use each entrant's personal information for the purposes of:
 1. conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition;
 2. fulfilling your subscription request (if indicated); and
 3. providing information about the products and services offered by the Promoter and its related companies and its affiliated retailers (if any); and
 4. research to improve its products and services.
6. By entering the Competition, entrants' consent to the use of their personal information as described in clause 5.
7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy for each website involved: <https://www.lightculture.com.au>

PART C - WHO CAN ENTER THE COMPETITION

8. If the Schedule permits entrants to be under the age of 18 years, such entrants must seek permission from their parent or guardian to enter. If the winner of a Prize is under 18 years of age, the Prize will be awarded to the winner's parent or legal guardian.
9. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies and Participating Retailers are not eligible to enter. Immediate families mean spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

PART D – HOW TO ENTER THE COMPETITION

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
12. Entries must not have been published previously or used to win prizes in other competitions.
13. An entry cannot be modified after it has been submitted.
14. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides

false information or fails to provide information that is reasonably requested by the Promoter.

15. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
16. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
17. The eligibility of entries is solely within the discretion of the Promoter.
18. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

PART E – PRIZES

19. Each Prize is not transferrable, exchangeable or redeemable for cash.
20. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
21. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
23. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

PART F - HOW THE WINNER(S) ARE DETERMINED

24. The Competition is a game of chance. Skill plays no part in determining the winner(s).
25. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule.
26. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
27. Each winner will receive a Prize.

PART G - NOTIFICATION AND CLAIMING THE PRIZE(S)

28. The Promoter will provide each winner with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.

29. The Promoter reserves the right to request each winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
30. Each winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
31. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART H - UNCLAIMED PRIZES

32. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within 28 days of the date on which the winners are determined, their Prize is forfeited and will be awarded to the next best entry.
33. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

PART I – NO LIABILITY

34. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the

Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.

35. If entry is via social media or if the Competition is promoted on social media the Competition is in no way sponsored, endorsed, administered by or associated with the Social Media Platform and each entrant agrees to grant the Social Media Channel a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
 1. any information they provide in connection with the Competition is provided to the Promoter and not to the social media network; and
 2. any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to the social media network.

PART J - TERMINATION OF COMPETITION

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36. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws