

1. **Eligibility:**

The People's Choice Landscape Competition is open to legal residents of South Australia who cast a vote at www.landscapesa.com.au/win. Entrants must be 18 years of age or older as of their date of entry in this promotion, in order to qualify. Master Landscapers of SA employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of an Employees' immediate family and/or those living in the same household of Employees are ineligible to participate in the People's Choice Landscape Competition.

2. **Sponsorship:**

The sponsor is Master Landscapers of SA ("Sponsor"), located at 505 Fullarton Rd, Netherby SA 5062. Sponsor will conduct the Competition substantially as described in these Official Rules.

3. **Agreement to Rules:**

By entering this competition, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this competition, You represent and warrant that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this People's Choice Landscape Competition.

4. **People's Choice Landscape Competition Entry Period:**

This promotion begins on Friday 30 April 2021 at 10am ACST and ends on Sunday 2 May 2021 at 5pm ACST ("Entry Period"). To be eligible for the People's Choice Landscape Competition, entries must be received within the specified Entry Period.

5. **How to Enter:**

Eligible entrants can enter the People's Choice Landscape Competition by submitting an entry via the online form provided at www.landscapesa.com.au/win. As a participant, your entry must fully meet all The People's Choice Landscape Competition requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion.

Each eligible entrant is limited to submitting one entry into the People's Choice Landscape Competition. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the People's Choice Landscape Competition at the Sponsor's sole discretion.

6. **Prizes:**

Five prizes are on offer in the People's Choice Landscape Competition as detailed below:

1. First Prize: Toro All-Wheel Drive Recycler® mower (valued at \$869)
2. Second Prize: Softwoods 2.4m Pergola – materials only (valued at \$750)
3. Third Prize: Jeffries Vouchers (valued at \$500) – Valid for Jeffries manufactured products purchased directly from Jeffries ONLY, not via a retail re-seller.
4. Fourth Prize: One year subscription to SALIFE Gardens & Outdoor Living, and SALIFE Homes & Interiors magazine (valued at \$134.00)
5. Fifth Prize: Pope (20m) Auto Wind Hose Reel (valued at \$129)

Five Winners (The Winner(s)) will be chosen in the People's Choice Landscape Competition, with each receiving the prize corresponding to their order of drawing. The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner(s), upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. Odds:

The total number of eligible entries received determines the odds of winning.

8. Selection and Notification of Winner:

The Winners will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by email within ten days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall the Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner:

- fails to claim the prize within 30 days from the time the award notification was sent, or
- is found ineligible, the prize may be forfeited, and an alternate Winner may be selected. Receipt of the prize (offered in the People's Choice Landscape Competition) by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations.

9. Delivery of Prizes:

It is the responsibility of the Winner to collect their prize from the Master Landscapers of SA no later than 30 June 2021.

10. Rights Granted by You:

By submitting an entry into the People's Choice Landscape Competition, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the People's Choice Landscape Competition, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

11. Terms & Conditions:

In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the People's Choice Landscape Competition should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the People's Choice Landscape Competition. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the People's Choice Landscape Competition

or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the People's Choice Landscape Competition, to void votes for any reason, including, but not limited to:

- multiple entries from the same user; or
- the use of bots, macros, scripts, or other technical means for entering.

Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the People's Choice Landscape Competition may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

12. Limitation of Liability:

Your entry into this People's Choice Landscape Competition constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the People's Choice Landscape Competition and/or the:

- Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof;
- any type of technical failure;
- the unavailability or inaccessibility of any transmissions, phone, or Internet service;
- unauthorized intervention in any part of the entry process or the Promotion;
- electronic error or human error in the Promotion administration or the processing of entries.

13. Disputes:

THIS PEOPLE'S CHOICE LANDSCAPE COMPETITION IS GOVERNED BY THE LAWS OF AUSTRALIA AND SOUTH AUSTRALIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this People's Choice Landscape Competition, they shall be individually resolved exclusively before a court located in South Australia having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this [Sweepstakes or Contest]). The participant waives all rights to have damages multiplied or increased.

14. By submitting an entry, You, the Entrant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.