

Magenta Christmas Competition Full Terms and Conditions

These Terms and Conditions confirm your consent for Magenta Community Services Pty Ltd to use any Content that you submit for this Competition for our marketing and promotional purposes including the drawing of this Competition via random draw, the sharing of the Five Winning Photos to our Magenta Community Services Facebook and Instagram pages, and the contacting of the Five Winners via their social media pages. The Magenta Christmas Competition is only open to Queensland Residents, specifically those that reside in the Toowoomba Regional Council Area in Queensland, Australia 4350.

1. General

a. These Terms and Conditions are made up of the following:

- i. Entry instructions; and
- ii. these Terms and Conditions.

b. The “Competition” is the ‘Magenta Christmas Competition’.

c. For the purposes of these Terms and Conditions, “You” and “the Entrant” mean natural persons who enter the Competition.

d. You warrant to Magenta Community Services Pty Ltd that:

i. If You are a natural person, you are over the age of 18 years; and have the requisite authority to accept these Terms and Conditions.

e. By entering the Competition, the Entrant agrees to be bound by these Terms and Conditions. If You do not wish to be bound by these Terms and Conditions, then please do not enter this Competition.

f. Any questions, comments or complaints can be directed to Magenta Community Services Pty Ltd.

g. This Competition is a game of chance.

2. Promoter

a. The Promoter is Magenta Community Services (ABN 91 159 403 746) of 88 Russell Street, Toowoomba QLD 4350 (the Promoter).

3. Participating Countries

a. Australia.

4. Eligibility and Entry Conditions

a. The “Entry Period” is from 7:00pm on Saturday 6 December 2025 (Brisbane time) and closes at 9:00pm on Wednesday 24 December 2025 (Brisbane Time).

- b. Entry into this Competition is free. Multiple entries are acceptable subject to You, the Entrant accepting these Terms and Conditions each time You enter.
- c. An “Entrant” is defined as an eligible person who:
- i. Lives in the Toowoomba Regional Council Area, Queensland 4350, Visits the Toowoomba Christmas Wonderland 2025 display and takes a picture with our Pink Magenta Angel Wing light, posts that photo on their social media page, Facebook and/or Instagram (“Content”);
 - ii. Completes all relevant fields of the competition entry steps (including uploading a photo to Instagram or Facebook and tagging Magenta Community Services in their picture)
 - iii. Posts a photo of themselves pictured with the pink Magenta Angel Wing Christmas Light to the Instagram app; or uploads a photo of themselves pictured with the pink Magenta Angel Wing Christmas Light to Facebook.
 - iv. Reads and accepts these Terms and Conditions.
- d. All steps in (c) must be completed for each entry in order to be considered a valid Entrant in the Competition.
- e. The Promoter reserves the right to request verification of age, identity, residential address of the Prize Winner and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final.
- f. The Promoter reserves the right to disallow any entry and/or refuse to award a Prize where false or misleading details have been given by the Entrant. The Promoter also reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition including but not limited to ambush marketing. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.
- g. Any costs associated with accessing the website/application is the Entrant’s responsibility and are dependent on the internet service provider/telecommunications provider used. All costs incurred by the Prize Winner must be borne by the Prize Winner, unless these costs are specified by the Prize descriptions provided.
- h. Employees of the Promoter and/or its related companies and/or any agencies associated with the Competition, and members of their respective immediate families, are not eligible to participate in the Competition. "Immediate family" means spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural, or adopted by a parent), whether or not they live in the same household as the employee.
- i. Incomplete, ineligible or incomprehensible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Terms and Conditions.
- j. Your Content must have been created by You the Entrant and not secured from some other source, so that no other third party has a claim on this Content, (including intellectual

property rights and rights of confidentiality and privacy) of any third party, that creates liability for either Magenta Community Services Pty Ltd or You, or violates any local, state, national or international law.

5. Cheating, Abuse and Disorderly Behaviour

a. Any Entrant may be disqualified from this Competition at the discretion of the Promoter for any failure to comply with these Terms and Conditions or cheating in any way such as:

- i. Using any cheats, hacks or other 3rd party "helper" applications or "bots" to simulate human interaction.
- ii. Exploiting the application in any way or using the application in any way that circumvents the purpose and conditions of the Competition.

b. Abusive behaviour, including any use of harassing, negative, or profane language, violence, sexual activity and nudity in Entrant submissions of the Competition will not be tolerated and will also constitute grounds for immediate disqualification.

6. Prize Draw

a. The Competition is based on luck and the five (5) winners will be selected via a random draw.

b. There will be five (5) Prize Winners selected from Entrants who have entered between the Entry Period via random draw.

d. After the Promoter notifies the Prize Winner of the Prize, all future correspondence will then be between the Prize Winner and the Promoter.

7. Timings

a. Once entries are closed at 9pm Brisbane time on Wednesday 24 December 2025, the five (5) Prize Winners will be selected via random draw on 9am Brisbane time on Monday 5 January 2026. This is due to our Magenta Offices being closed over the Christmas and New Year Period.

8. Prize Winner Notification

a. The Prize Winners will be contacted no later than 9.30am Monday 5 January 2026 via messenger on the Facebook app or messenger on the Instagram app.

9. Prizes

a. There are five (5) individual prizes (each individually referred to as the "First Prize". For the avoidance of doubt, the five (5) Entrants who are randomly drawn will each be considered the "Prize Winner" and will be awarded one (1) Prize each.

b. Prize:

Each First Prize consists of one (1) x \$100 Eftpos Gift Card, Recommended Retail Price of AUD\$100.00 incl GST. There are five (5) Prizes.

c. The total Prize pool is AUD\$500.00 incl GST.

General

a. The Prize must be taken as outlined above.

b. The Prize Winner is responsible for all travel arrangements to fulfil the Prize, including any other incidental expenses as a result of using this Prize. The Prizes provided above are provided as is.

c. All Prizes are non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash. Prizes cannot be used to purchase gift certificates or lay-buys nor can they be re-sold. Prizes must be taken as offered. No modifications or exchanges will be possible. The Promoter accepts no responsibility for any variation in the value, performance or availability of any of the Prizes.

d. In the event that for any reason whatsoever a Prize Winner does not take an element of the Prize at the time agreed by the Promoter then that element of the Prize will be forfeited by that Prize Winner and cash will not be awarded in lieu of that element of the Prize.

e. Once the Prizes have been arranged by the Promoter, if any changes are able to be made to the Prize, such changes to the Prize must be made by and are at the expense of the Prize Winner.

f. The Prize cannot be used for any other promotions/competitions.

g. The Prize Winner will be responsible for seeking any related insurance in respect of the Prize (subject to any product warranty).

10. Content Terms of Use

a. Magenta Community Services Pty Ltd may like to feature the Competition Content in our marketing and promotional programs. By accepting these Terms and Conditions, You permit Magenta Community Services Pty Ltd to make Your Content, which may include text, images, video, or other content, accessible and viewable by the public.

b. Please note that while the Content will remain Your property, by agreeing to these Terms and Conditions, You grant Magenta Community Services Pty Ltd a non-exclusive, perpetual, royalty free, worldwide licence to use this Content. This will include the right to reproduce, edit, transmit, print, publish, publicly display, exhibit, index, comment on, translate, create derivative works, copy, adapt, add to, take from, distribute, communicate, make available and otherwise utilise the Content in whole or in part, in all media formats and channels now known or later devised for the purposes of marketing programs and promotional material for Magenta Community Services Pty Ltd. You also consent for Magenta Community Services Pty Ltd to use the Content with or without credits identifying the source of this Content and without the further requirement of permission from or payment to You or any other person or entity.

c. By providing Content, You also represent and warrant to us that You have the authority to provide all intellectual property rights related to the Content.

d. You agree to indemnify and keep us indemnified against all claims, costs, damages, expenses and liabilities incurred or suffered by us arising out of in connection with our use and exploitation of the Content. To the maximum extent permitted by law, we exclude all liability to You however arising in relation to our use of the Content, or these Terms and Conditions.

11. Publicity Release, Use of Personal Information

a. The Promoter will collect information (including personal information) from all Entrants and entries and use it for the purposes of the Competition and for its purposes including marketing and promotional purposes. Entrants consent to the Promoter disclosing information, including personal information, to third parties such as Redland City Bulletin for the purposes of the Competition. All personal information provided by Entrants will be held by the Promoter in accordance with the Promoter's privacy policy which is available at <http://www.redland.qld.gov.au/privacy>.

b. The Promoter is not responsible or liable in any manner for any content or materials posted in relation to this Competition.

c. By accepting the entering the Competition the Entrant consents to the Promoter using their details, including personal information, for marketing and promotional purposes.

d. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify the Competition.

e. The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as Prizes. The Promoter is not liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by it, or its agents, in connection with the arrangement for supply, or the supply, of any goods or services connected with this Competition.

f. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any Entrants or Prize Winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any Prize, or death except for any liability that cannot be excluded by law.

g. If this Competition is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Competition or to disqualify any individual who has tampered with the entry process.

h. Under privacy law, Entrants may access their personal information that the Promoter holds about them and seek correction of that information at any time. If Entrants no longer wish the Promoter to notify them of initiatives that the Promoter considers may be of interest to them, they may notify the Promoter by email: Info@mcsnsw.com.au. If Entrants choose this option, the Promoter will destroy any personal information that it holds about them. You can obtain a copy of the Promoter's privacy policy at its physical office, located at 88 Russell Street, Toowoomba, Queensland, 4350.

12. Exclusion of Liability

a. By registering for this Competition, each Entrant and subsequent Prize Winner assumes sole liability for any personal injury and/or damage to property caused or claimed to have been caused to him or her as a result of or in connection with participating in this Competition.

b. These Terms and Conditions do not affect, and are not intended to affect, any rights or remedies a consumer might have, which cannot be excluded under applicable consumer protection laws.

13. Governing Law and Jurisdiction

a. These Terms and Conditions are governed by the laws of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of its courts for the resolution of any dispute, difference, controversy or claim arising in connection with these Terms and Conditions and/or this Competition.

14. Facebook and Instagram - Special Terms and Conditions

a. All entrants must also adhere to the following conditions stated by Facebook and Instagram (which may be changed by Facebook and Instagram at any time):

i. You agree to release Facebook and Instagram from any claims and liability.

ii. You acknowledge that this Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook and Instagram.

iii. You acknowledge that You are providing information to the Promoter and not to Facebook and Instagram.

b. For this section, the following definitions apply:

i. By "administration" we mean the operation of any element of the Competition, such as collecting entries, conducting a draw, or notifying winners.

ii. By "communication" we mean promoting, advertising or referencing a Competition in any way on Facebook and Instagram, e.g., in ads, on a Page, or in a Wall post.

Thank you for reading and accepting these Terms and Conditions; and registering and participating in this Competition.