**Terms and Conditions - The Chronicle Garden Competition 2024**

**General**

1. The Promoter is Queensland Newspaper Pty Ltd of Cnr Mayne Road and Campbell Street, Bowen Hills, QLD 4006.. ABN 61 009 661 778; Telephone number 07 4690 9300.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.
3. By entering the competition, entrants give their consent for their information to be used for the purposes of determining the outcome of the competition. If an entrant does not wish for the Promoter to use their information in this way, they cannot enter the competition.

**Terms and Conditions for Entrants**

1. Entrants are required to open their garden to the public for viewing each day between the hours of 9:00am and 5:00pm AEST from Friday September 20, 2024 to Sunday September 22, 2024 and Friday September 27, 2024 to Sunday September 29, 2024. Permission must be obtained from The Promoter to close a garden between these times and dates.
2. All entrants must comply, in relation to each stage of this competition, with the relevant local, state and federal laws and guidelines in relation to health matters including in relation to COVID-19. This may include the use of the Queensland Government check-in app and associated guidelines. Any failure to do so will permit the Promoter to invalidate that entry.
3. Entrants should take their own advice with regards to their insurance position, but it is recommended that they notify their own insurer of their intention to participate in the Competition and request that their insurer confirm that it will respond under their Policy to any claim made for damage or injury suffered by a third party who attends the entrant’s premises in the course of and in relation to the competition. .
4. By signing the Entry Form entrants acknowledge and understand the Insurance terms and conditions set out in these terms.
5. Gardens must be free for visitors to enter.
6. All Disability Assistance animals working with their owners must be allowed access to the competition gardens. Potential competition garden entrants should consider these rules when nominating their garden in the Competition.

**Who can enter**

1. All entrants must be residents of Queensland within the Toowoomba Regional Council boundaries to be eligible to participate in the competition (listing of suburbs eligible for entry see Clause 13).
2. Entrants must be aged 18 years and over to be eligible to enter (except the Budding Gardener Category where a parent or guardian must enter on behalf of the underaged entrant).

1. Eligible suburbs are listed in the following tables for City Gardens and Regional Gardens. Also as per attached map

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| **City Gardens** |  Highfields, Blue Mountain Heights, Mt Kynoch, Harlaxton, Cotswold Hills, Mt Lofty, North Toowoomba, Prince Henry Heights, Wilsonton, Torrington, Redwood, East Toowoomba, Newtown, Glenvale, Rangeville, Harristown, South Toowoomba, Centenary Heights, Middle Ridge, Drayton, Darling Heights, Kearney Springs, Top Camp,  |
| **Regional Gardens** | Gardens outside the City Gardens listing, however still within the Toowoomba Regional Council catchment area. |

 **When to enter**

**12.** Entries for the competition commence on Friday February 2, 2024 and concludes Friday August 9, 2024 at 2:00pm AEST (the “entry period”). Entries must be received by the Promoter by the end of the entry period to be eligible.

1. The time of entry will in each case be the time the entry is received by the Promoter and not the time the entrant posted or delivered the entry form. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter due to technical disruptions, network congestion or for any other reason.

**How to enter**

1. The details of how to enter the competition are set out in The Chronicle newspaper, with a minimum of one Entry Form published each week from Monday February 12, 2024 to Friday August 9, 2024.
2. Entry Forms received after the end of the entry period will be deemed to be invalid.
3. Entrants must use the Entry Form to enter. A valid entry form must, unless entering the commercial or schools category, select only one Class and may, at the choice of the entrant, select up to two Options for other optional categories they wish to enter. If the Class section of the entry form is not completed, the entry will be invalid unless it is an entry in the commercial or schools category. To be a valid entry in the commercial or schools category entrants must select 1 option and no more than 2. Commercial entrants are not required to be open but may choose to be if they wish by ticking either of the opening time boxes on the entry form.

To enter the competition, Entrants must complete an original Entry Form from the newspaper, digital print edition of the newspaper, survey monkey link or directly from the Promoter, in full and sign, then either email the form to chroniclegardencomp@news.com.au or place the completed Entry Form in an envelope addressed to “The Chronicle Garden Competition, c/- Toowoomba Carnival of Flowers” and then post it to PO Box 3021, Toowoomba Qld 4350. Whichever method is used, Entry Forms must be received by the Promoter before the end of the entry period specified in clause 12 above

1. Participants will be required to send their personal details including, but not limited to, full name, address, post code, email address, telephone number, the class/optional classes entered, and signature.

1. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability or unless the entry is made on behalf of a minor and that is disclosed as part of the entry.
2. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry form that is not in accordance with these terms and conditions 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. This includes, but is not limited, to entrants and households using multiple email addresses, postal addresses or PO Box addresses.

**Number of Entries permitted**

1. Entrants may nominate only one class they wish to enter on each entry form, however each entrant must observe the rules around the number of entries of specific classes they can enter as set out in these terms and conditions.

**Garden Judging**

1. The judging of all selected classes as specified on the entry form will commence between Monday September 2, 2024, 8.00am to 5.00pm AEST and Friday September 13, 2024, 8.00am to 5.00pm AEST, weather permitting.

1. The Promoter will endeavour to contact each entrant with a date for judging and an approximate time (either morning or afternoon), however, an exact time cannot be provided. The judging team may arrive at an entrant’s property on any dates during the judging dates but will endeavour to arrive on the dates and in any timing window previously advised to the entrant.

1. Providing access to the judges to the entrant’s property, for the entire judging period for judging purposes is a mandatory requirement of the competition.
2. Judging of the nominated gardens will be undertaken in accordance with the parameters set out below.

**Judging Criteria**

**These criteria apply to all City and Regional Residential Classes, as well as** Front or Back Garden, Acreage Garden, First Time Entry, Under 45 Years Gardener and Over 70 Years Gardener

Overall Appearance 30 points

First impressions? “Wow” factor?

The overall visual impact and atmosphere of the garden.

Does everything work together “as a whole”?

Layout and Design 30 points

Does the garden “flow”?

Is it easy for people to move through the garden?

Any use of basic design principles? (colour, texture, form, scale, rhythm, unity, line, space, repetition, symmetry, focal points may be considered)

Suited to the built environment? (Scale, period)

Cultural Practices, sustainability and plant selection 20 points

Sustainability is a priority

General condition of plants

Minimal pests and diseases

Weed control

Mulching

Effective and efficient irrigation practices

Selection of a variety of plant species

Appropriate to climate, soils

Flowering time considered

Best features on display in spring? (flowers, foliage, fruit?)

General maintenance and Garden features 20 points

Appropriate to garden theme or style

Can be - water features, paths, decks, pergolas, arches, gates, doors, windmills, garden art, edging, retaining walls, pots, murals, fences, dividers, sheds, arbors

Property is maintained, all features listed above in good condition

Edging well defined, tidy

**Total:** **100 points**

**Floral Gardens option**

Visual impact – The floral display has a strong visual impact for the observer. This could be whole of garden, garden room, or part thereof. Use of colour theory considered – e.g. harmonious, contrasting, warm, cool colours 40 points

Plant selection and placement – Selection of genera and species appropriate to garden style, displays can consist of annuals, perennials, and/or bulbs. Heights/spacings appropriate for plant species, position in garden, viewing angles.

40 points

Health and vigour of plants, Sustainable practices used – minimal pest, disease and nutritional problems. Plants are appropriate to aspect, region, climate, weather and season. Sustainability - demonstrated by practices such as use of efficient irrigation, mulches, soil improvers, recycling, seed saving etc.
20 points

Total points achievable 100 points

**Small space / Courtyard / Balcony / Potted Plant Collection option**

Design – plants and containers are arranged to make best use of space and allow access to paths / doors / lawns. No impediments to foot traffic. Range and diversity of species grown is appropriate to design intent – taking into account collections of genera or planting styles (e.g. bonsai)
30 points

Health and vigour of plants – minimal pest, disease and nutritional problems. Plants chosen are appropriate to light levels, region, climate and weather and season
20 points

Impact and presentation – foliage, flowers, colour, containers used to best effect
30 points

Maintenance – area is free from debris, leaves. Built environment and hard landscape is maintained to a high level – paths, structures, furniture, ornaments
20 points

Total points achievable 100 points

**Productive area option**

**(Also applies to School Gardens – Productive areas)**

Cultural practices – composting, worm farms, compost teas etc., minimal use of chemicals, preference given to organic methods
40 points

Sustainable practices evident, e.g.Water conservation methods in use, use of mulching where appropriate
20 points

Various stages of crops in garden, not past their prime (unless seed saving). Good layout, ease of access.
20 points

Good variety of crops, appropriate to the soils, region, climate and season
10 points

Relatively free from perennial and annual weeds, crops in good health, minimal deficiencies, pests, and diseases
10 points

Total points achievable: 100 points

**Footpath Garden option**

Note: Gardens MUST comply with Toowoomba Regional Council Guidelines, Checklist SLL 1.1 – “Alteration or improvement to local government area or road - Vegetation on council controlled area and road/footpath gardens” – Self assessment is available.

Street appeal – “Wow factor”, Visual impact as viewed from street
30 points

Cultural practices and Plant health – minimal pests, diseases and nutritional problems, mulching, efficient irrigation, organic practices, sustainable practices
30 points

Appropriate species selected – suited to soils, region, climate, season?
20 points

Good use of colour, form, texture, scale
20 points

Total points achievable 100 points

**Commercial, Not-For Profit Premises, Accommodation, Student Gardens, School Premises & Budding Gardener - Judging Criteria**

Design, Impact and presentation - in keeping with the establishment and makes best use of available space, use of planting to best effect. Thoughtful use of spaces e.g. floral infills, foliage contrasts, some design principles in use.
30 points

Health and vigour of plants – minimal pests, diseases and nutritional problems which showcases good horticultural practices. Sustainable practices evident
30 points

Diversity of plant species suitable to soils, climate, weather, region. Plant collections are also taken into consideration.
20 points

Built environment is maintained to a high standard, which may include hard landscape features. No debris, weeds or litter.
20 points

Total points achievable 100 points

 **CBD Premises - Judging Criteria**

This category will be judged by the Toowoomba Chamber of Commerce at their discretion.

1. The Promoter’s and judges decisions are final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter or the judges make in connection with the Promotion. The Promoter is not obliged to disclose to any person any points scoring or decisions made during or in relation to the judging of the Competition
2. The Promoter may, at its discretion, allow for additional prizes to be awarded in other unlisted categories or across the entire entry pool.

**PRIZES**

1. The prizes are awarded in each Class based on the relevant judging criteria scored out of 100. Should the judges deem the gardens to not be of an acceptable standard in any class, the judge may elect not to award prizes in that class.

|  |  |  |
| --- | --- | --- |
| **Prize Category** | **Grand Champion and Reserve Grand Champion**  | Grand Champion (Prize $1500) and Reserve Grand Champion (Prize $1,000) for both City and Regional gardens  |
| **1** | **Residential Prize Money per class - Winner $1000, 2nd $500, 3rd $250.** | * City Small Residential (under 500m2) Winner $1000, 2nd $500, 3rd $250
* City Medium Residential (500m2 to 1,000m2) Winner $1000, 2nd $500, 3rd $250
* City Large Residential (over 1,000m2) Winner $1000, 2nd $500, 3rd $250
* Regional Small Residential (under 500m2) Winner $1000, 2nd $500, 3rd $250
* Regional Medium Residential (500m2 to 1,000m2) Winner $1000, 2nd $500, 3rd $250
* Regional Large Residential (over 1,000m2) Winner $1000, 2nd $500, 3rd $250
* Rural Residential (Any size garden - property outside city or regional town areas) Winner $1000, 2nd $500, 3rd $250
 |
| **2** | **Trophy or Product Prize** | * Commercial Premises (no City/Regional – all judged together)
* Not For Profit Premises (no City/Regional – all judged together)
* School Premises (Staff / Gardener) (no City/Regional – all judged together)
* Student Garden (looked after by students only) (no City/Regional – all judged together)
* Accommodation Premises (no City/Regional – all judged together)
* Budding Gardener (Entrants must be under 18) (no City/Regional — all judged together. Must be entered by parent / guardian.)
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| **3** | **Residential Only – can win a maximum of 2 options (Prize money per class - Winner $500, 2nd $250, 3rd $100)****City Options** | * City Option - Front or Back garden only
* City Option - Small Space (under 80m2) / Courtyard / Balcony / Potted Plant collection
* City Option - Acreage garden (over 4,046m2)
* City Option - Sustainable Garden
* City Option - Productive Area
* City Option - Footpath Garden (as per Council Guidelines)
* City Option - First Time Entry — Garden only
* City Option - Under 45 years Gardener
* City Option - Over 70 years Gardener
 |
| **4** | **Residential Only – can win a maximum of 2 options (Prize money per class – Winner $500, 2nd $250, 3rd $100)****Regional Options** | * Regional Option - Front or Back garden only
* Regional Option - Small Space (under 80m2) / Courtyard / Balcony / Potted Plant collection
* Regional Option - Acreage garden (over 4,046m2)
* Regional Option - Sustainable Garden
* Regional Option - Productive Area
* Regional Option - Footpath Garden (as per Council Guidelines)
* Regional Option - First Time Entry — Garden only
* Regional Option - Under 45 years Gardener
* Regional Option - Over 70 years Gardener
 |

The limit on the number and category of prizes which can be awarded to an individual entry are listed below:

*1x Grand Champion and Reserve Grand Champion prize
1 x Residential class prize
2 x Residential city or regional class prize*

*2 x trophy or product prize*

The limit on the number of prizes listed above which can be awarded to an individual entrant is ***insert.***

1. Total maximum retail value of the prize pool is $35,000 (inclusive of GST).
2. All prizes are valued inclusive of GST (where applicable) and the Promoter takes no responsibility for any variation in item values.
3. Any taxes which may have been payable because of a winner receiving the prize are the sole responsibility of that winner.
4. Prizes are non-transferable and cannot be redeemed for cash or exchanged for other prizes.
5. If any specified prize becomes unavailable due to unforeseen circumstances, the Promoter may substitute a prize of similar nature and/or like or greater value.
6. Cash prizes will be delivered by electronic funds transfer to the winners’ account details as provided to the Promoter on request. Physical prizes will be given to entrants at the event and made available at the Toowoomba Regional Council office for collection till the end of September.

**Prize winner Announcement**

1. Winners will be announced at the Awards Ceremony on Thursday September 19, 2024
2. Winner’s details will be published in The Chronicle on Friday September 20, 2024 and The Chronicle Garden Competition Visitor Guide 2024 inserted in The Chronicle on Friday September 20, 2024.

**Prize Collection**

1. Prizes of trophies, and certificates will be awarded to the winners at the Awards Ceremony.
2. Prize winners must collect any prizes, within 30 days and no later than October 30, 2024. Identification must be produced when collecting prizes.
3. Any winner must, if so requested by Promoter, complete and sign an acknowledgement confirming collection of their prize/s.

**Further Terms and Conditions**

1. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State regulation.
2. If a prize is unavailable, for whatever reason including (without limitation) due to causes beyond the control of the Promoter, including but not limited to natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic or pandemic, or public health order, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that a winner must comply with all the conditions of use of the prize and prize supplier’s requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
3. In consideration of the Promoter awarding the prize to each winner, each winner permits the winner’s submission, image and/or voice, as recorded, photographed or filmed during the winner’s participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.
4. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
5. The Promoter reserves the right to rejudge the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

**Copyright, Statutory guarantees, Waiver and liability**

1. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant’s entry or participation in any aspect of the promotion (**Works**). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide, sublicensable licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the Promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant’s Works for any other purposes, it will contact the entrant to discuss licensing opportunities.

The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence.  If the entrant holds, now, or at any time in the future, any so called “droit moral” or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

1. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law and except for any loss, damage or injury which arose as a direct result of the negligence or gross misconduct of the Promoter.
2. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
3. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

**Entry Details and Privacy**

1. The Promoter collects information about entrants, including for example their name and contact details, which are provided when entering this competition and when registering or using Promoter’s services and may also collect information from data houses, social media services, Promoter’s affiliates. The Promoter collects and uses that information to run this competition, to provide entrants with promoter’s goods and services, to promote and improve it’s goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter’s Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants’ information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants’ information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants’ personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter’s contact details can be found in the Promoter’s Privacy Policy at  <https://preferences.news.com.au/privacy>.
2. **(Toowoomba Regional Council)** on behalf of the Promoter, is collecting the entrant’s personal information for the purpose of conducting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion. Entrant’s personal information may be used by Toowoomba Regional Council to communicate with entrants regarding the competition, help with administrative duties relating to their entry, judging and other aspects of the competition, prize collection and confirming entrant details for the purpose of participating in the competition. You can learn more about the Toowoomba Regional Council’s privacy policy at <https://www.tr.qld.gov.au/privacy>.