

Win \$10K Off Any Titled Block – Baldivis Grove Promotion

Conditions of entry (Conditions)

- 1 Information about prizes and how to enter forms part of these Conditions. By entering, entrants accept these Conditions. Nothing in these Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
- 2 Entry is open only to Australian residents aged 18 years or older. Directors, management and employees of the Promoter, associated companies or agencies as well as the immediate families of each of these people are not eligible to enter.
- 3 The promotion begins at 5:00pm (Perth time) on Monday 21 September 2020 and closes at 5:00pm (Perth time) on 31 October 2020 (**Promotion Period**).
- 4 To enter, entrants must fully complete the entry form included on the Baldivis Grove leaflet and submit it to the Promoter's Baldivis Grove Sales Centre during the Promotion Period.
- 5 Entries must be received by the Promoter during the Promotion Period. Each entrant may only submit one entry.
- 6 The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 7 The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 8 Each entrant is responsible for paying for the costs associated with entering the promotion.
- 9 The draw will be conducted at 12:00pm WST on Monday 2 November at the Baldivis Grove Sales Centre. The first valid entry randomly drawn will win the prize.
- 10 Each entrant must create their own entry and only submit an entry in their own name. All entries become the property of the Promoter. The Promoter's decisions in relation to all aspects of the promotion is final and no correspondence will be entered into.
- 11 The prize is a \$10,000 (exclusive of GST) price reduction on the list price of an available lot within the Baldivis Grove development of the winner's choosing. The prize cannot be redeemed in addition to the Promoter's "Hot Lot" promotion (i.e. the maximum price reduction available to the winner on the list price is \$10,000 exclusive of GST). The winner must enter into a contract of sale by 30 December 2020 and settle by 30 June 2021.
- 12 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this promotion or accepting or using the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 13 The winner will be notified by email or telephone within two days of the draw on 4 November 2020.
- 14 The Promoter may require the winner to verify their entry and provide proof of identity, age, purchase or residency at the nominated prize delivery address. Proof considered

suitable for verification is at the Promoter's discretion. Failure to provide any of this verification to the Promoter upon request may, at the Promoter's discretion, invalidate the entrant's entry.

- 15 If the winning entry is deemed not to comply with these Conditions, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in the unclaimed prize draw in accordance within paragraph 20.
- 16 The Promoter may verify the validity of entries and, in its sole discretion, disqualify all entries from, and prohibit further participation in this promotion by, any person who manipulates or tampers with or benefits from any manipulation of or tampering with the entry process or the operation of the promotion (including, but not limited to, soliciting votes; disguising an IP address; using multiple email addresses, aliases or other electronic account to submit multiple entries for the same person); violates these Conditions; acts in a disruptive or dishonest manner; acts with an intent to annoy, abuse, threaten or harass any other person or jeopardises the fair operation of the promotion.
- 17 Prizes are not transferable or exchangeable and cannot be redeemed for cash. If, for any reason, the winner does not take an element of the prize at the time stipulated by the Promoter, that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the gaming authorities in each state and territory, where required.
- 18 If, for any reason, any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, mobile network failure, bugs, tampering, manipulation, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion or invalidate any affected entries, subject to the approval of the gaming authorities in each state and territory, where required.
- 19 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 20 In the event of the prize not being accepted or claimed within 3 months of the draw, the relevant winner's entry will be deemed invalid and the Promoter will conduct such further draws at 12:00pm WST on 4 February 2021 at the same location as the original draw as are necessary to distribute the prizes, subject to any written directions given by any relevant authority. Any winner in this draw will be notified in email or by telephone within two days of this further draw. If there are any unclaimed prizes, each unclaimed prize will be distributed to the next valid entry randomly drawn in descending order of value until all unclaimed prizes are awarded.
- 21 The Promoter may use an entrant's personal information (such as the entrant's name, mailing address, email address or phone number) or disclose this information to third party service providers, contractors and agents to conduct this promotion or

communicate with the entrant. An entrant's personal information will be stored on the Promoter's database. If an entrant wishes to access, update or correct any of their personal information, they should contact the Promoter at the address below. A copy of the Promoter's privacy policy may be obtained at <https://www.frasersproperty.com.au/privacy> or by contacting the Promoter.

22 Privacy Collection Notice:

The Promoter will collect the personal information that an entrant provides when it enters the promotion and if an entrant wins the promotion the Promoter may collect more personal information from you.

- a) The Promoter may also be required by gaming and lottery legislation to collect some of your personal information.
- b) The Promoter for the purpose of (and relating to) conducting the promotion and awarding any prize, including promoting the winner of the promotion and otherwise in accordance with the Promoter's Privacy Policy.
- c) If the Promoter does not collect some or all of this information, we may not be able to enter you into the promotion or provide the prize.
- d) The Promoter Property may disclose any entrant's personal information to:
 - i. relevant suppliers, contractors, agents who assist us in administering the promotion and awarding the prize;
 - ii. marketing, research, and communications agencies
 - iii. regulatory bodies and other government agencies, including any authority responsible for the regulation of gaming and lotteries and other government agencies (where applicable); and
 - iv. other parties, if require by law.
- e) The Promoter will collect, store and handle the personal information of all entrants in accordance with the Promoter's Privacy Policy, which tells you how the Promoter manages the personal information it holds and how it complies with its privacy obligations, including how you may request access to, and correction of, personal information the Promoter holds about you, how you may complain about a privacy breach, and how the Promoter will deal with a privacy complaint.
- f) To see the Promoter's Privacy Policy please visit:
<https://www.frasersproperty.com.au/privacy> or call (02) 9767 2042 or email:
companysecretariat@frasersproperty.com.au

23 The Promoter reserves the right (in its discretion) to at any time cancel, substitute or vary any of these terms and conditions (in whole or in part).

24 The Promoter is Frasers Property AHL Limited (ACN 008 443 696) of Level 2, Building C, 1 Homebush Bay Drive, Rhodes NSW 2138. Phone: (02) 9767 2000.