

TERMS AND CONDITIONS

Ray White Batemans Bay, Ulladulla, Broulee & Moruya

1. The Promoter is: Mason NSW Pty Ltd (ABN 82 167 602 904) trading as Ray White Batemans Bay, Ulladulla, Broulee & Moruya of registered office address 2A-4A Orient Street, Batemans Bay NSW 2536. The abovementioned company will be hereafter referred to as the 'Promoter'.
2. Employees of the Promoter or their family members or anyone else connected in any way with the competition or helping to set up the competition shall not be permitted to enter the competition.
3. To enter the competition to win back \$10,000.00 commission, an entrant must list their property and sell their property through Ray White Batemans Bay, Ulladulla, Broulee and Moruya between 1 March 2024 and 28 June 2024. The property must settle on or before 24 September 2024 to win back up to \$10,000.00 commission.
4. Anyone that has an appraisal from 1 March 2024 to 28th of June 2024, goes in the drawer to win one Yellow MG hatchback.
5. Entries for the Yellow MG hatchback cap at one entry per appraisal for your property.
6. There are only three (3) commission win back prizes capped at \$10,000 each.
7. There is only one (1) Yellow MG hatchback prize.
8. The Yellow MG hatchback will come with twelve (12) months NSW registration, but the winner will need to arrange their own comprehensive car insurance.
9. The Yellow MG hatchback is brand new and will have minimal kilometres as it will be driven short distances for promotional purpose.
10. The Yellow MG hatchback will have promotional stickers on it and be parked out in the weather.
11. The rules of the competition and the prize for each winner are as follows:
 - For each property appraisal between 1 March 2024 and 28 June 2024, the entrant receives one (1) entry to win the Yellow MG hatchback (one (1) entry per property).

- The winner of the Yellow MG hatchback will leave a Ray White sticker on 3 sides of the car for twelve (12) months following acceptance of the prize.
 - For each property listed between 1 March 2024 and 28 June 2024, the entrant receives one (1) entry into the draw to win back up to \$10,000.00 commission.
 - If the actual commission payable is less than the \$10,000.00 prize, then the difference between the actual commission payable and \$10,000.00 is forfeited.
 - If the successful winner of the \$10,000.00 commission win back prize withdraws the property from sale or sells the property through another agency other than Ray White Batemans Bay, Ulladulla, Broulee or Moruya, then they forfeit their right to any commission win back prize.
 - The Promoter reserves the right to cancel or amend the competition and these terms and conditions without notice in the event of a natural disaster, war, or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control. Any changes to the competition will be notified to entrants as soon as possible by the Promoter.
12. The Promoter is not responsible for inaccurate prize details supplied to any entrant by any third party connected with this competition.
 13. Where applicable, no cash alternative to the prizes will be offered. The prizes are not transferable.
 14. Winner will be drawn at random at 2A-4A Orient Street, Batemans Bay NSW 2536 **Saturday 29 June 2024**.
 15. The winner will be notified by phone and/or email and/or letter within 28 days of the draw date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
 16. The Promoter will notify the winner when and where the prize can be collected.
 17. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
 18. By entering this competition, an entrant is indicating his/her acceptance and agreement to be bound by these terms and conditions.
 19. The competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.

20. The winner agrees to the use of his/her name and image in any publicity material. Any personal data relating to the winner, or any other entrants will be used solely in accordance with current Australian data protection legislation and will not be disclosed to a third party without the entrant's prior consent.
21. The winner's name will be published on our marketing platforms.
22. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other Social Network. You are providing your information to the Promoter and not to any other party.
23. If there is any inconsistency between these terms and conditions and any other published information, these terms and conditions will prevail to the extent of the inconsistency.
24. By entering and participating in the competition the entrant agrees to hold harmless, defend and indemnify the promoter from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the competition, or (ii) entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
25. The Promoter reserves the right to confirm all entries to the competition are valid and seek further clarification from its own sources confirm compliance with these terms and conditions.
26. The Promoter and its agents are not responsible for lost illegible, misdirected, incomplete or damaged entries. Neither the Promoter nor any of its other service providers are responsible for incorrect or inaccurate transcription of entry information; human error; technical malfunctions; lost or delayed entries. Any liability of any of the above persons for any incidental or consequential damages, however caused, whether in contract or in tort, arising out of this competition or use of entries or prizes is expressly disclaimed and excluded.
27. Except for any liability which cannot be excluded by law, the Promoter will not be liable for any misadventure, accident, injury loss or claim that may occur, including but not limited to those sustained or suffered: a) as a result of the collection of customer details by the Promoter; or b) in the use of the prize.