

**WIN A CAR
TERMS & CONDITIONS**

Promotion:

Ray White Inverloch office opening.

Promoter:

FOSX Pty Ltd ABN 50 640 857 496 trading as Ray White (Inverloch) ("Ray White Inverloch")
6 Williams Street Inverloch, VIC, 3996, Australia
PH: 5662 9533

Promotional Period:

Start: 15/06/2020 at 9:00am AEST
End: 31/12/2020 at 11:59pm AEST

Eligible Entrants:

Entry is only open to Australian residents aged 18 years or over and own at least one property in Australia.

How to Enter:

To enter the Promotion, the entrant must complete all the following steps during the Promotional Period:

- a. Be an owner of a property in Australia; and
- b. book an appraisal for the property with Ray White Inverloch by one of the following methods:
 - i. coming into the Ray White Inverloch office to request an appraisal, either permanent rental, holiday rental or property sale, OR
 - ii. request an appraisal online (via www.raywhiteinverloch.com.au), OR
 - iii. by telephone; and
- c. have a free physical appraisal of the property which they own, conducted by Ray White Inverloch agent during the Promotional Period.
- d. Like and follow the Raywhite Inverloch Facebook page.

Bonus Entries: An entrant who exclusively lists their property for sale, permanent rental or holiday rental through Ray White Inverloch during the Promotional Period will receive 3 bonus entries.

Entries Permitted:

Multiple entries permitted per person are subject to the following:

- a. limit one initial entry permitted per person for each property appraisal obtained;
- b. if multiple property appraisals are conducted on the one property, only the first property appraisal will receive an entry;
- c. If the entrant exclusively lists their property for sale through Ray White Inverloch they obtain 3 bonus entries; and
- d. each entry must be submitted in accordance with the entry requirements.

If there is any dispute to whom an entry for a property appraisal/bonus entry for a property listing is awarded, the Promoter's decision will be final.

Draw

- a. The prize draw will take place at 6 Williams Street Inverloch, VIC 3996 on Sunday, 03/01/2021 at 3pm AEST.
- b. The first valid entry drawn will win the prize specified below.
- c. The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
- d. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of the drawn prize is determined randomly and all entries have equal chance.
- e. An independent person will scrutinise the draw.

The Prize:

A 2020 Suzuki Baleno Car.

Transferable 5 years Warranty (unlimited kms) *in accordance with the dealership from the date of purchase.

Prize Value:

\$16,990

Prize Conditions:

- No part of the prize is exchangeable, redeemable for cash or any other prize or transferable.
- The winner may be required to provide personal identification and proof of residency upon collection.
- There is a single winner for this Promotion.
- The winner will also receive the remainder of the vehicle's warranty and registration provided by the vehicle supplier.

Winner Notification:

The winner will be notified via phone and email (all entrants will have phone number and email recorded regardless of how they register for an appraisal) on the same day as the draw (03/01/2021) and in writing. The winner will be published on the premises, on the website; raywhiteinverloch.com.au and on the Ray White Inverloch Facebook and Instagram page from 03/01/2021 for a minimum of 28 days.

Unclaimed Prizes:

Prizes must be claimed by 31/01/2021 at 1:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 01/02/2021 at 2:30 pm AEST at 6 Williams Street Inverloch, VIC 3996 on Sunday, 03/01/2021 at 3pm AEST. The winner of the redraw will be notified via phone and email (all entrants will have a phone number and email recorded regardless of how they register for an appraisal) on the same day as the redraw (02/02/2021) and in writing. The redraw winner will be notified publicly (and their details published) and The winner will be published on the premises, on the website; raywhiteinverloch.com.au and on the Ray White Inverloch Facebook and Instagram page from 02/02/2021 for a minimum of 28 days.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at

the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

3. Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

5. All reasonable attempts will be made to contact the winner.

6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.

7. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.

8. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.

9. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

10. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

11. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.https://www.raywhite.com/privacy/> The Promoter's privacy policy contains

information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. The Promoter may transfer entrants' personal information to countries specified in the Promoter's privacy policy. Entrants acknowledge that the Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering this promotion, entrants consent to overseas transfer on these terms and agree that the Promoter is not liable for any such breach. See the Promoter's privacy policy for a list of countries where personal information may be disclosed.

12. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

13. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.

14. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry 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).

15. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, the event of war, terrorism, state of emergency or disaster or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

16. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

17. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the

Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

18. 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

19.. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

20. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

21.. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize / attendance at a prize event.

22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.