

We Love the Dining Tables of Australia and New Zealand

TERMS AND CONDITIONS – Australia and New Zealand

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents aged 18 years or over who are agents of the Promoter.
3. The following people are not eligible to enter this promotion:
 - a. management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with this promotion (including suppliers of prizes, but excluding real estate agents employed or engaged by a Ray White branded franchisee));
 - b. a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in clause 3(a);
 - c. persons who have used or attempted to use any more than one name in order to qualify to win a promotion previously run by or on behalf of the Promoter (except in the case of a legal change of name); and
 - d. persons who have breached the terms and conditions of any promotion previously run by or on behalf of the Promoter.
4. Promotion commences at 12.00am (AEDT) on 18 October 2023 and ends at 6:00pm (AEDT) on 27 March 2024 (**Promotional Period**).
5. To enter the Promotion, individuals must, during the Promotional Period, submit a photograph of the dining table of a potential vendor, after having obtained that vendor's consent and provided them with a copy of these terms and the Promoter's privacy policy. Photographs may be submitted via the event registration page, and must include the name and contact details of the entrant and potential vendor.
6. Photographs submitted as entries to this Promotion must meet the following specifications:
 - a. All photographs must be original work, taken by the entrant.
 - b. Entries should be submitted in digital format (JPEG or PNG), with a minimum resolution of 3000x2000 pixels.
 - c. Photos should not include watermarks, logos, or any other identifying marks.
 - d. The focus of the photograph should be on the dining room table and its surroundings.
 - e. The photo must not include any person.
 - f. The photo must not be offensive defamatory, or otherwise likely to bring the Promoter into disrepute.
7. All competition entries become the property and copyright of the Promoter. By entering this promotion, entrants assign copyright in their entry to the Promoter.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process (including but not limited to providing an invalid email address, whether or not entered incorrectly). Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

10. The prizes to be won in this promotion are as follows (**Prizes**):

- a. There are two major prizes of a voucher from Coco Republic valued at \$15,000. These major prizes will be awarded through two random prize draws from all eligible entries. The first major prize will be awarded to the agent listed on the first entry drawn in the first prize draw. The second major prize will be awarded to the potential vendor listed on the first entry drawn in the second prize draw.
- b. There are six \$500 Coco Republic gift vouchers to be awarded to the agents who submit the most creative / aesthetic photographs, to be determined in the sole opinion of the Promoter's designated representative(s).
- c. Any agent whose image is featured on the promotion Instagram grid will be awarded a bespoke marketing asset or voucher to the Ray White Shop, the value of which is to be determined in the Promoter's sole discretion.

11. The prize draws for the major prizes will take place at the Sydney corporate office (Level 7, 44 Martin Place, Sydney) at noon (AEDT) on 10 April 2024 and winners will be notified in writing (by email or SMS) within two (2) days. 12. The Promotion does not involve any rounds in which entrants are eliminated. An entrant will only be ineligible to win a particular prize if they have already been drawn as the winner of a prize of greater value and have only entered the promotion once.

13. The Promoter's decision is final and no correspondence will be entered into.

14. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

15. Total prize pool value is up to \$33,000 (inc. GST).

16. Prizes may be subject to the terms and conditions of any prize provider, which may include expiry dates. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

17. Prize winners will be contacted using the contact details provided at the time of entry. In the event that an ineligible entry is drawn, or the Promoter is unable to contact a winner within fourteen (14) days of first attempting to notify the winner, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original Prize draw at noon (AEDT) on 24 April 2024, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing (by email or SMS) within two (2) days of the redraw, and their details (including last name, first initial and postcode) will be published, and remain published for a minimum of 28 days, on the Promoter's website and social media platforms (and via its internal network communication, "The Insider").

18. If a winner cannot accept or take part in the Prize for any reason, that winner's Prize will be void and no compensation will be payable.

19. Entrants and vendors consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any services supplied by the Promoter.

20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Fair Trading Act 1986, the Competition and Consumer Act, or any other implied warranties under the ASIC Act or similar consumer protection laws in New Zealand or the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.

22. 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.

23. By entering this Promotion, entrants warrant that they have complied with these terms in all respects.

24. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

25. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

26. The Promoter is Ray White (Real Estate) Pty Ltd (ACN 010 005 473) of Level 26, 111 Eagle Street, Brisbane QLD 4000, telephone (+61 7 3231 2200). Promoter permit/authority numbers:

- a. NSW Authority No. TP/02984;
- b. South Australia Permit No. T23/1528;
- c. ACT Permit No. ACT TP 23/02100;

27. This promotion is in no way sponsored, endorsed, administered by, or associated with Meta. By entering this promotion, entrants fully release and hold Meta harmless from liability.