

## Ray White Carlingford x F45 Carlingford Competition Terms & Conditions

Instructions on How to Enter form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions.

1. The Competition hosted by Ray White Carlingford 'The Promoter' is in no way sponsored, endorsed, administered by, or associated with Facebook and Instagram. By entering and participating, entrant agrees to hold harmless, defend and indemnify Facebook and Instagram 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)).
2. The competition period is from Monday 1 August 2022 5:00pm AEST till Friday 5 August 2022 6:00pm AEST
3. Prize: 1 month (4 weeks) membership to F45 Carlingford, valued at \$264.00. Prize must be redeemed within 2 weeks of the competition ending and only valid for new F45 Carlingford clients.
4. Competition is open to all NSW residents over the age of 18 as of the date of entry who reside within a 5km radius of F45 Carlingford. Existing F45 Carlingford clients are excluded from entry.
5. No purchase is necessary to enter or win. Purchase will not enhance chances of winning.
6. Entries and applications via agents/third parties are not permitted.
7. Multiple entries will not be accepted. If the Entrant has made multiple entries, the Promoter holds the right to select any single entry. The Promoter has the right to decline entries if the company believes it is one person entering multiple times with the same item.
8. It is a condition of accepting the Prize that the entrant must comply with all the terms and conditions and agree to accept the decisions of the Promoter as final and binding as it relates to the content of this Campaign.
9. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter or delays due to technical disruptions, network congestion or for any other reason.
10. The Promoter reserves the right, at any time, to verify the validity of any entry and of entrant (including proof of 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
11. If there is a dispute as to the identity of an entrant, the entrant will be deemed to be the person who has submitted the entry provided that the person is NSW resident over the age of 18.
12. Incomplete, indecipherable or illegible entries will be deemed invalid.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The Promoter reserves the right in its sole discretion to disqualify any entrant 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.

15. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, website maintenance or any causes beyond the reasonable control of the Promoter, 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 Competition, as appropriate.
16. Any cost associated with accessing and entering the Competition online is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically claim repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
17. This is a game of chance and skill plays no part in determining the Prize Winner. A winner will be selected at random. .
18. Judging will be conducted by the Promoter's representatives ("Judges") on Wednesday 10 August 2022. The Promoter will announce the winner on Wednesday Wednesday 10 August at 5:00pm via the Ray White Carlingford Facebook and Instagram accounts.
19. The winners will be contacted via direct message within one (1) business day from the Judging taking place. In the event that any Prize winner does not contact the Promoter within one (1) business day from the date of the notification from the Promoter with the requested information, the Judges will select a new prize winner and contact the winner.
20. 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 necessary or applicable written directions from a regulatory authority.
21. Prizes, or any unused portion of a Prize, are not transferable. Acceptance of prize constitutes permission for Promoter to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) shall incur no liability (including due to negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential to any person or property, arising in any way out of the Competition.
23. The Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including, but not limited to, offer suppliers and as required, to Australian regulatory authorities; entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for Competition, marketing and publicity purposes including sending electronic messages or telephoning the entrant. The use and disclosure of this information is subject to the restrictions imposed on the Promoter by the Privacy Act 1988. Subject to the provisions of the Privacy Act

1988, entrants should direct any request to access, update or correct information to the Promoter by contacting [customerservice.carlingford@raywhite.com](mailto:customerservice.carlingford@raywhite.com)

24. In order to improve our services and provide better content The Promoter may keep track of patterns of use in the e-mails and e-mail newsletters sent. Please review our Privacy Policy for additional information. By supplying the Promoter your information, you have given us permission to communicate to you via mail, e-mail, Facebook, and telephone to inform you about products and services we deliver relevant to our industry. If you wish to obtain a copy of our Privacy Policy, access the personal information we hold about you or if your personal information is inaccurate, incomplete outdated or to unsubscribe, please contact us at [customerservice.carlingford@raywhite.com](mailto:customerservice.carlingford@raywhite.com)
25. The Promoter and their stakeholders assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications; line failure; theft or destruction or unauthorised access to, or alteration of entries, and reserve the right to take any action that may be available.
26. The Promoter of the Competition is OPROPERTY PTY LTD trading as Ray White Carlingford (ACN 163 570 483) 845 Pennant Hills Road, Carlingford NSW 2118.