

## **TERMS AND CONDITIONS FOR “POTTER’S LANE LAUNCH” PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “Potter’s Lane Launch” Promotion (**“Promotion”**) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are expressed in New South Wales local time.

### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to New South Wales residents aged 18 years or older.
3. The following are ineligible: (i) employees of the Promoter, the McCloy Group or any of the Promoter’s agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.
4. Entrants must secure a home site at Potter’s Lane by completing a sales advice and paying a \$1,000 deposit with a representative from LJ Hooker Raymond Terrace on Saturday 30 July 2016. Prizes can only be redeemed upon exchange of unconditional contracts.

### **PROMOTION PERIOD**

5. This Promotion commences at 9am on 18/07/2016 and closes at 5pm on 30/07/2016 (**“Promotion Period”**).

### **HOW TO ENTER**

6. To receive an entry in this Promotion, eligible individuals must, during the Promotion Period, undertake the following steps:
  - (a) Visit the LJ Hooker team at the Potter’s Lane Launch Event on Saturday 30 July 2016, complete a sales advice and pay a \$1000 (refundable) deposit, payable via cheque.
  - (b) Once confirmed, the purchaser will be given an entry form that needs to be completed and entered into the prize box/barrel.

### **LIMITS ON ENTRY**

7. There is a limit of one entry per purchasing party. For the removal of doubt, if there are two or more purchasers’ names to be included in the contract of sale, only one of these people may enter the competition.
8. The entrant’s name must be on the contract for sale upon exchange.

### **DRAW DETAILS**

9. Entries for the prize draw close at 5pm on Saturday 30 July 2016.
10. There will be one (1) draw conducted for this Promotion in which one winner will be determined.
11. The prize draw will take place at 11.30am on 01/08/2016 at the office of McCloy Group at 426 King Street, Newcastle NSW 2300.

### **WINNER NOTIFICATION**

12. Winners will be notified by phone and, once confirmed, winners will have their name published on the Potter's Lane Facebook page – [www.facebook.com/potterslane](http://www.facebook.com/potterslane) by 5pm 02/08/2016.

### **PRIZES**

13. There is one prize of a Bunnings Gift Card with the value of \$2,000 AUD to be won.
14. To redeem the prize, a prize winner must purchase a home site at Potter's Lane and exchange unconditional contracts by 01/08/2017, within 12 months of the prize draw. The Bunnings Gift Card will be valid for 12 months from date the sale contracts are exchanged.
15. The entrant's name must be on the sale contract upon exchange.
16. The prize will be sent via Registered Post to the prize winner's registered address once contracts have been exchanged.
17. The total prize pool value is up to \$2,000 AUD.
18. Any ancillary costs associated with redeeming the Bunnings Gift Card are not included. Any unused balance of the Bunnings Gift Card will not be awarded as cash. Bunnings Gift Card terms and conditions apply.

### **GENERAL**

19. 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.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
21. Entrants consent to the Promoter using the entrant's 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 products manufactured, distributed and/or supplied by the Promoter.
22. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

23. 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.
24. The Promoter's decision is final and no correspondence will be entered into.
25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the McCloy Group of companies (including their respective officers, employees and agents) exclude 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the McCloy Group of companies (including their respective officers, employees and agents) are not responsible for and exclude 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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) if the event is cancelled or delayed for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by an entrant or winner; or (g) use of a prize.

## **PRIVACY**

27. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the McCloy Group database. The Promoter and the McCloy Group 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 and for such other purposes as set out in the McCloy Group Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored at the office of the Promoter and/ or McCloy Group. Upon the entrant's request, all information provided

will be removed from our active database. To request details to be removed, please click unsubscribe link on email correspondence or write to the Marketing Manager at [marketing@mccloygroup.com.au](mailto:marketing@mccloygroup.com.au). Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the McCloy Group Privacy Policy, please visit <http://billyslookout.com.au/privacy-policy>. All entries remain the property of the Promoter.

28. The "Promoter" is McCloy Raymond Terrace Pty Ltd (ABN 99 169 323 415) C/- McCloy Group, Suite 1, Level 3, 426 King Street, Newcastle NSW 2300. Telephone: (02) 4945-7500.

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