

'Hop in, Post and Win' Competition

Terms and Conditions

1. By entering the Competition, you agree to be bound by these terms and conditions.

DEFINITIONS

2. In these terms and conditions:
 - (a) **Competition** means this competition, the details of which are set out in these terms and conditions.
 - (b) **Competition Draw Address** means 81 Lorimer Street, Docklands VIC 3008.
 - (c) **Competition Period** means the period:
 - (i) commencing at 12.00am (AEST) on Saturday, 16 April 2022; and
 - (ii) ending at 11.59pm (AEST) on Monday, 18 April 2022.
 - (d) **Prize** has the meaning given to it at clause 12.
 - (e) **Promoter, us or we** means Homebuyers Centre Vic Pty Ltd ABN 27 051 346 591 of 81 Lorimer St, Docklands VIC 3008 (Building Registration Number CDB-U 49215). Phone number: 131 751.

ELIGIBILITY FOR ENTRY INTO COMPETITION

3. To be eligible to enter the Competition, you must:
 - (a) be a Victorian resident;
 - (b) be over the age of 18 years;
 - (c) submit a valid entry in accordance with clause 5 of these terms and conditions during the Competition Period; and
 - (d) not be an employee, supplier or contractor of the Promoter, or a member of their immediate families. Immediate family 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.

HOW TO ENTER THIS COMPETITION

4. You are only entitled to enter this Competition once.
5. To enter the Competition, you must visit a Homebuyers Centre display home during the competition period, post a photo or story on Instagram, and tag @homebuyerscentrevic. The person must ensure their profile is on public.
6. By entering the Competition, you:

- (a) represent and warrant that all details you submitted for entry into the Competition are true and correct; and
 - (b) acknowledge and agree that the Promoter may contact you on the phone number, email address or social media page provided by you, to confirm your eligibility to enter the Competition and for marketing purposes.
7. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.

DETERMINATION OF PRIZE WINNER

8. A random draw in respect of the Prize will occur at 11.00am AEST on Wednesday, 20 April 2022 at the Competition Draw Address (**Prize Draw Date**). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
9. The first eligible entrant randomly drawn is entitled to the Prize (**Prize Winner**), subject to compliance with these terms and conditions.
10. If the Prize Winner:
- (a) is not able to be contacted within 5 business days from first contact (provided that the Promoter has used reasonable efforts to identify the Prize Winner); or
 - (b) is ineligible for the Prize;
- the Promoter reserves the right to refer to the next randomly drawn entrant and subject to that entrant's eligibility, announce another Prize Winner.
11. The Prize Winner will be notified by email and phone, and published on the Website for 28 days, within 5 business days of the Prize Draw Date (**Notification Date**).

THE PRIZE

12. The **Prize** is
- (a) AUD \$200 Freedom voucher (**Voucher Prize**)
13. The Prize Winner must accept their prize no later than 5 business days from the Notification Date.
- (a) the Voucher Prize will be transferred to the Winner, by email, within 28 days of the Prize Draw Date;
14. The Prize:
- (a) cannot be transferred, exchanged, redeemed for cash or used for any other purpose, except as otherwise set out in these terms and conditions;
 - (b) must be taken as offered and cannot be varied; and

UNCLAIMED PRIZE

15. A draw for the Prize if it is unclaimed (provided that the Promoter has used reasonable efforts to identify the relevant winner) in accordance with these terms and conditions,

will take place at 11.00am AEDT on 29 April 2022 at the Competition Draw Address, subject to any directions from a regulatory authority.

16. In the case of a winner, they will be notified in writing within 2 business days of the draw, their name will be published on the Website from 03 May 2022 for 28 days and they must claim the Prize within this time.
17. If the unclaimed Prize winner identified in the unclaimed Prize draw does not claim the relevant Prize pursuant to clause 16, the Prize will be forfeited.

GENERAL

18. If there is a dispute concerning the conduct of this Competition (including as to the identity of an entrant) or in respect to claiming a Prize, the Promoter will consider the entrant's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.
19. The Promoter reserves the right to validate and check the authenticity of entries, and to disqualify any entrant for tampering with the entry process, or who submits an entry that is not in accordance with these terms and conditions.
20. The Promoter and its associated agencies and related bodies corporate accept no responsibility for lost, late, stolen, damaged or misdirected entries.
21. If for any reason this Competition is not capable of running as planned, the Promoter reserves the right, to the fullest extent permitted by law, to modify the terms of the Competition including a Prize and the conditions of entry.
22. Any tax liability arising as a result of accepting a Prize is the responsibility of the Prize Winner.
23. 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 Competition and Consumer Act (Cth) or similar consumer protection laws in 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 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 Competition.
24. The Promoter will not be liable for any injury, loss or damage of any nature whatsoever (including but not limited to indirect or consequential loss) which is suffered or sustained as a result of or in connection with receiving, taking or using a Prize except for any liability which cannot be excluded under the Non-Excludable Guarantees.
25. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these conditions of entry, the Promoter will not be liable for any failure to perform or delay in performing its obligation and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend the Competition.
26. This Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram or any other third-party social media platform or website. Entrants understand that they are providing their information to the Promoter and not to Instagram or any other third-party social media platform or website. The information an

entrant provides will only be used for the purposes outlined in these terms and conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter. Facebook or any other third-party social media platform or website will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the Competition (including taking/use of a Prize), except for any liability which cannot be excluded by law.

PERSONAL INFORMATION AND PRIVACY

27. By entering the Competition, you give the Promoter consent to use your personal information for the purposes stipulated below and for the purposes of this Competition.
28. The Promoter requires your personal information in order to conduct the Competition. If you do not provide the mandatory personal information requested, then you will not be able to take part in the Competition.
29. By entering this Competition, each entrant is taken to consent to the Promoter using and disclosing the entrant's personal information to administer the Competition, announce the Prize Winners, disclose the entrant's personal information to organizations that assist the Promoter with administering the Competition and announcing the Prize Winners, to third parties as required by law (including authorities that regulate this Competition), and for any other purpose outlined in the Promoter's privacy policy which can be found at <https://vic.homebuyers.com.au/privacy-and-data-collection-statement/>.
30. By entering into this Competition, each entrant also consents to the Promoter using their personal information for future marketing purposes in respect of other products and services offered by the Promoter. You may opt out of such marketing by notifying us.
31. An entrant may access and correct any personal information held by the Promoter, upon request to the Promoter.
32. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Prize 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 Competition (including any outcome).