

Waterford / Harvest Start New, Start Now Win 1 of 5 Cars

Conditions of entry

Promoter	<i>AVID Residential Estates Pty Ltd</i> (ABN 96 054 228 929), L35, 259 George Street, Sydney NSW 2000. Phone: 02 8316 7700.
Entry Restrictions	<p>Open only to NSW residents aged 18 or over.</p> <p>Directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter, of its related companies or of the agencies associated with this competition are ineligible to enter. Immediate families includes spouses, ex-spouses, de facto partners, ex-de facto partners, children, step-children, parents, step-parents, legal guardians, siblings or step-siblings.</p> <p>Each entrant is eligible to participate as:</p> <p>(a) a single person entrant;</p> <p>(b) a multiple person entrant; or</p> <p>(c) an entity entrant.</p>
Competition Period	9:00 AM (AEST) on 1 October 2019 to 5:00 PM (AEDT) on 29 November 2019.
Entry Method	<p>Entrants must:</p> <p>(a) exchange unconditionally a contract for the sale of land in respect of a Qualifying Property (Contract) prior to 5:00 PM (AEDT) on 29 November 2019; and</p> <p>(d) comply with the terms and conditions of the Contract, have not caused (whether by their own conduct or otherwise) the Contract to be terminated and have not terminated the Contract in their own right, as at 9:00 AM (AEST) on 30 April 2020.</p>
Qualifying Property	<p>The Promotion applies to the following lots for sale by the Promoter (each a Qualifying Property):</p> <p>(a) Lots located in the Waterford development: 102(A2), 1008, 1009, 1012, 1014-1016, 3101-3106, 3108-3110, 3112-3157, 3159-3206, 3221-3247, 3248-3265; and</p> <p>(b) Lots located in the Harvest development:</p> <p>(i) Lot 26 DP 1240315 Arrowtail Street, Chisholm;</p> <p>(ii) Lot 80 DP 1240315 Parsley Road, Chisholm;</p> <p>(iii) Lot 87 DP 1240315 Tarragon Way, Chisholm; and</p> <p>(iv) Lot 88 DP 1240315 Tarragon Way, Chisholm.</p>
Draw Details	9:00 AM (AEST) on 30 April 2020 at 2 Settlers Blvd, Chisholm NSW 2322.
Winner Determination	The first 5 valid entries randomly drawn from all valid entries received during the Competition Period (excluding previous winning entries) will each win a prize.

Prize Details	<p>There are 5 prizes to be won.</p> <p>Each prize is a Volkswagen Golf 110TSI Trendline (Auto), either MY19 or MY20 (depending on availability and to be determined by the Promoter in its absolute discretion) and in a colour to be determined by the Promoter in its absolute discretion, including statutory and on-road costs) valued at \$30,790.00 (including GST).</p> <p>The winner will be required to collect the prize from Hunter Motor Group, 174 High Street Maitland; or make alternative delivery arrangements to receive delivery of the prize.</p>
Prize Pool	The total prize pool is valued at \$153,950 (including GST).
Entry Limits	Entrants may enter as many times as they wish, provided that each entry is based on a separate Contract.
Winner Notification and Publication	The winners will be notified <i>by phone and by email</i> within two business days of the draw and their name and state/territory of residence will be published on www.waterfordliving.com.au on 1 May 2020.
Prize Claim Date and Time	Prizes must be claimed within 6 weeks of the draw date.
Unclaimed Prize Draw Details	9:00 AM (AEST) on 11 June 2020 at the same location as the original draw.
Unclaimed Prize Draw Winner Notification and Publication	Any winners in the Unclaimed Prize Draw will be notified <i>by phone and by email</i> within two days of the Unclaimed Prize Draw and their name and state/territory of residence will be published on www.waterfordliving.com.au on 12 June 2020 <i>for a period of 28 days</i> .
Permit Numbers	Authorised under NSW Permit No. [LTPS/19/38201]

- 12 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 13 The competition will be conducted during the Competition Period.
- 14 The Promotion is available in conjunction with any other promotions or offers offered by the Promoter or any related body corporate.
- 15 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 16 The draw will be conducted at the time, on the date and at the location as stated in the Draw Details.
- 17 The prizes are as stated in the Prize Details and in paragraph 8.
- 18 The prize does not include comprehensive insurance or any accessories not specified. The winner must arrange to attend the premises of the dealer nominated by the Promoter to collect the vehicle. The winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in the name of the winner prior to collection and within 21 days of the draw date. To be eligible to claim the vehicle, the winner must be capable of obtaining registration of the vehicle in his or her name in accordance with the applicable legislation in the state or territory in which the vehicle is collected. If the winner is, through any legal incapacity or otherwise, unable to register the vehicle in his or her name then he or she may, notwithstanding

- any other paragraph of these conditions, assign the vehicle to another person with legal capacity for the purpose of registration of the vehicle.
- 119 The winner must, at the Promoter's request, sign a waiver in favour of the Promoter, as provided by the Promoter, in respect of claims in relation to the prize. If the winner does not sign the waiver when provided, the winner's entry will be deemed invalid and a new entry will be drawn in accordance with paragraph 6.
- 110 The winners will be notified in accordance with the Winner Notification and Publication section of these conditions. By entering this competition, each entrant requests that his or her full address not be published.
- 111 The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
- 112 The Promoter may require the winners to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
- 113 If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with paragraph 6 in accordance with the Unclaimed Prize Draw Details as applicable.
- 114 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation a winner) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 115 The Promoter's decision is final and no correspondence will be entered into.
- 116 The prizes are not transferable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If the prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant gaming authority if required.
- 117 If the prize has not been accepted or claimed in accordance with the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will conduct such further draws in accordance with the Unclaimed Prize Draw Details as are necessary to distribute the prize, subject to any requirements of the relevant gaming authority. Any winner(s) in this draw will be notified as stated in the Unclaimed Prize Draw Winner Notification and Publication.
- 118 Any element of a prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. 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, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions 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)*.

- 119 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes or be liable for any damage that occurs to prizes. The prize will be delivered in Australia only.
- 120 The entrant agrees to release and indemnify the Promoter and each of its officers, employees and agents in respect of all claims, liabilities, losses and causes of action whatsoever arising directly or indirectly out of or in connection with the prize.
- 121 The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
- 122 If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant gaming authority if required.
- 123 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 124 The Promoter will collect and use each entrant's personal information for the purposes of:
- (i) conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes, public statements and advertisements in relation to the Promotion;
 - (ii) providing information to the Participant about the products and services offered by the Promoter and its related companies; and
 - (iii) research to improve its products and services.

The Promoter will also collect, use and disclose a winner's personal information for the purposes of registering the prize in the winner's name.

By participating in the Promotion, entrants consent to the handling of their personal information as described in this paragraph. Any personal information relating to an entrant will be used solely in accordance with current Australian data protection and privacy legislation and in accordance with the Promoter's privacy policy, located at https://www.avid.com.au/privacy_policy/. An entrant may access, change, opt out and/or update their personal information in accordance with the Promoter's privacy policy. The Promoter's privacy policy also includes details about how an entrant can complain about a breach of current Australian data protection and privacy legislation and how the Promoter will deal with any complaint.