

Elders Real Estate Gatton Win Suncorp Tickets Competition (“Promotion”)

Promotion Terms and Conditions

A Introduction

1. These Terms and Conditions, together with the Promotion Specific Terms, govern the Promotion specified in the Promotion Specific Terms.
2. Each Promotion is being conducted by Rangecrest Admin & Bookkeeping Pty Ltd trading as The Real Estate People ABN 81 165 900 274 of 289 Herries Street Toowoomba QLD 4350 and trading as Elders Real Estate Gatton ABN 81 165 900 274 of 2/279 Eastern Drive Gatton QLD 4343 (**Promoter**).
3. Please ensure that you read these Terms and Conditions and the Promotion Specific Terms carefully as they set out details of a Promotion, including how to enter, the duration of the Promotion, eligibility requirements and prize details.
4. Your participation in a Promotion is deemed to be acceptance of these Terms and Conditions and the Promotion Specific Terms.

B Conditions of Entry

5. Each Promotion is strictly open to residents currently residing in Queensland only and aged 16 years or older. Any person under 18 years of age must have received approval from their parent or guardian to enter a Promotion, who must have read and consented to these Terms and Conditions and the Promotion Specific Terms (**Eligible Entrant**) on behalf of their child.
6. Officers, management and employees of the Promoter, its related bodies corporate, and their immediate family members, including parents, siblings, children, spouse, defacto or domestic partner, are not permitted to enter into a Promotion.
7. In order to enter a Promotion, an Eligible Entrant must comply with and meet the Participation Requirements specified in the Promotion Specific Terms for the Promotion.
8. Any costs associated with accessing and entering a Promotion remain the responsibility of each entrant.
9. Unless otherwise specified in the Promotion Specific Terms, each Eligible Entrant who complies with the applicable Participation Requirements, shall automatically receive one (1) entry only in the Promotion. If an Eligible Entrant submits multiple entries into a Promotion, only the first entry(ies) submitted shall be accepted for the Promotion.
10. The Promoter may copy and modify your entry (including any statement, image or video recording) and may use, publish and distribute (or allow third parties to use, publish and distribute) your entry and any rights in relation to your entry, to publicise the Promotion or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable.
11. You warrant that your entry does not infringe any third party rights, including any intellectual property rights and its use, publication or distribution by the Promoter, or any third party, will not infringe any third party rights or otherwise breach any law. Your entry must not include any obscene, objectionable or inappropriate material. You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material.

C Promotion Period

12. Each Promotion will open and close on the dates specified in the Promotion Specific Terms with the winner for each Promotion drawn from the pool of Eligible Entrants on the Prize Draw Date specified in the Promotion Specific Terms.

D Selection of Prize Winners

13. One (1) prize winner will be selected for each Promotion from the Eligible Entrants in that Promotion during the applicable Promotion Period. Any entries the Promoter has, in its absolute discretion, deemed not valid will be discarded from the pool of Eligible Entrants.
14. The prize winner must be able to provide a current valid Australian identification, such as an Australian driver's licence, to accept the prize.
15. Failure to produce any verifying documentation when requested may, in the absolute discretion of the Promoter, result in invalidation of an entrant's entry and forfeit the entrant's eligibility for a prize. The Promoter reserves the right to verify the validity of entries at any time prior to the selection of a prize winner and a prize being delivered to the prize winner.
16. The prize winner will be determined by a random computer generated prize draw undertaken at the Promoter's head office on the Prize Draw Date for the Promotion specified in the Promotion Specific Terms. The Promoter reserves the right to draw additional reserve entries and record them in case an ineligible entrant is drawn. The prize winner does not need to be present at the draw.
17. The prize winner will be contacted by the Promoter by instant messaging, email or telephone as soon as practicable after the Prize Draw Date.
18. The prize winner will be announced on the Promoter's Facebook page the next business day after each Prize Draw Date or the date of an unclaimed prize draw date if applicable.
19. Prize winners must be able to collect their prize electronically within seven (7) days of the Prize Draw Date from the Promoter's Head Office. The Promoter may, in its sole and absolute discretion, elect to deliver the prize via phone or email, provided the prize winner has complied with these Terms and Conditions and the Promotion Specific Terms.
20. If a prize has not been claimed by the prize winner in accordance with paragraph 19, the prize will be deemed to be unclaimed and the Promoter will conduct an unclaimed prize draw at the Promoter's head office.
21. The unclaimed prize draw will be a random computer generated prize draw of the remaining pool of Eligible Entrants for the Promotion at the Promoter's head office on the day after the day specified in paragraph 19, being eight (8) days after the Prize Draw Date. The Promoter reserves the right to draw additional reserve entries and record them in case the prize remains unclaimed after the unclaimed prize draw. The winner of the unclaimed prize draw will be notified by instant messaging, email or telephone as soon as practicable after the completion of the unclaimed prize draw.
22. If the prize is not accepted or remains unclaimed after the unclaimed prize draw, or after making reasonable attempts the Promoter is unable to contact the winner (or the winner does not contact the Promoter), the relevant entry will be discarded and the Promoter will award the relevant prize to the next reserve entry that was drawn. This process will continue until the prize has been accepted or claimed. For any prize which remain unaccepted or unclaimed the

Promoter may in its absolute discretion discard the prize or donate the prize to a third party of their choosing.

23. All terms applicable to the prize winner will also apply to any winner of an unclaimed prize draw.
24. The Promoter's determination of the prize winner(s) for each Promotion is final and no correspondence will be entered into relating to the result of a Promotion.

E Prize Details

25. The prize details of each Promotion are as specified in the Promotion Specific Terms.
26. By accepting the prize, the prize winner agrees that:
 - 26.1 they will comply with any applicable terms and conditions for use of the prize as notified by the Promoter and/or the prize issuer, including, but not limited to:
 - (a) validity period(s);
 - (b) conditions of ticket validity; and
 - (c) conditions of entry into any event venues;
 - 26.2 they will be responsible for any tax liability where applicable; and
 - 26.3 consents to the use of their and any companion's name, suburb or residence and image for promotional and marketing purposes by the Promoter, without any compensation.
27. All prizes must be taken as offered or will be forfeited. The Promoter will have no liability to the prize winner or any other person for any forfeited prizes. The prizes are not transferable, cannot be sold or exchanged for cash and cannot be used in conjunction with any other offer. A prize cannot be replaced if it is lost, destroyed or stolen.
28. Prizes do not include costs of travel, accommodation, meals or any other ancillary or unspecified costs associated with receiving or using the prize which shall be the sole responsibility of the prize winner and any companion of the prize winner.

F General Conditions

29. Any failure by a prize winner to comply with the conditions imposed by the Promoter or the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
30. You must not:
 - 30.1 tamper with the entry process;
 - 30.2 engage in any conduct that may jeopardise the fair and proper conduct of a Promotion;
 - 30.3 act in a disruptive, annoying, threatening, abusive or harassing manner;

- 30.4 do anything that may diminish the good name or reputation of the Promoter or any of its related bodies corporate or any companies associated with a Promotion;
- 30.5 breach any law; or
- 30.6 behave in a way that is otherwise inappropriate.
31. To the extent permitted by law, by entering a Promotion, the entrant hereby agrees to indemnify, defend, and hold harmless the Promoter for any and all liability, claims, damages and losses of any kind, including without limitation any injury, death or property damage, arising from or in connection with their participation in a Promotion, a breach of these Terms and Conditions or Promotion Specific Terms, or use or enjoyment of any prize. An entrant's liability to indemnify shall be reduced to the extent the liability, claim, damage or loss is directly caused or contributed to by the Promoter.
32. If a Promotion cannot be conducted as planned for any reason beyond the Promoter's control, for example due to technical issues or failures, the Promoter may amend, suspend, cancel or end the Promotion or disqualify affected entrants.
33. Nothing in these Terms and Conditions of the Promotion Specific Terms restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth). Subject to the foregoing and to the extent permitted by law, the Promoter and other companies associated the each Promotion hereby disclaim any and all liability, including negligence, for any loss, including indirect, special or consequential loss or loss of profits, expense, damage, personal injury, illness or death suffered in connection with a Promotion or use or enjoyment of any prize.
34. To the extent permitted by law, the Promoter and other companies are not liable or responsible for any loss or damage including any costs incurred by a prize winner or their companion as a result of a delay in a prize being delivered to or claimed by a prize winner.
35. The Promoter reserves the right to vary these Terms and Conditions and any Promotion Specific Terms without prior notice. Subject to any regulatory requirements or approvals, this may include amendments to the Promotion Period, Prize Draw Date, the details of the prize or termination of a Promotion or any other changes reasonably required by the Promoter.
36. If any provision of these Terms and Conditions or any Promotion Specific Terms is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be severed so that the validity and enforceability of the remaining provisions are not affected.

G Exclusions

37. The Promoter will not accept any responsibility for late, lost, incomplete or misdirected entries, and an entry is deemed to be received at the time it is received in the Promoter's database.
38. The Promoter will not be responsible for any incorrect, inaccurate, or incomplete information communicated in the course of or in connection with a Promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation technical malfunctions or failures.
39. The Promoter is not responsible for any technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, technical problems, or traffic congestion on the Internet or at any web site, or any combination thereof,

or any other technical failures, including any injury or damage to entrants' or any other person's computer related to or resulting from participation in or downloading any materials relating to or in connection with the Promotion.

40. The Promoter accepts no responsibility or liability if one or more of the events or activities awarded as part of a prize are abandoned, cancelled, called off, suspended or postponed for any reason, including any and all costs incurred by the prize winner or their companion in connection with the prize, such as travel, meals and accommodation. In those circumstances, the prize winner and their companion forfeit their entitlement to that event or activity and bear sole responsibility for those incurred costs.
41. All entrants acknowledge and agree that the Promotions are in no way sponsored, endorsed, administered by or associated with Meta. By entering into a Promotion, entrants fully release and hold Meta harmless from liability.

H Privacy Notice

42. The Promoter collects the personal information of individuals seeking to enter a Promotion to administer, conduct and promote each Promotion and to market the Promoter's services to entrants. The personal information of entrants may also be provided to third parties assisting with the administering and conduct of the Promotion, including prize suppliers and authorities that regulate each Promotion.
43. Individuals seeking to, or entering the Promotion, agree to the Promoter using the individual's and their companion's personal information in accordance with the Promoter's privacy policy located at https://therealestatepeople.com.au/wp-content/uploads/2023/04/Privacy_Policy_v1.pdf and as permitted by law. The Promoter's privacy policy explains how it stores and uses, and how individuals may access and correct, their personal information and how they can lodge a complaint regarding the handling of their personal information; and how the Promoter will handle any complaint