Iluma Display Village House Hunter Competition – Terms and Conditions

The following terms and conditions apply to all entrants of the "Iluma Display Village House Hunter Competition" (**Terms and Conditions**).

By participating in the "Iluma Display Village House Hunter Competition" to win a \$1,000 EFTPOS Gift Card (the **Competition**), entrants acknowledge that they have read and understood the Terms and Conditions and agree to be bound by them.

- 1. Information on how to enter the Competition and prize details form part of the Terms and Conditions.
- 2. The promoter of the Competition is Mirvac (WA) Pty Limited of Level 39, 108 St Georges Terrace, Perth, WA 6000 (Promoter).
- 3. Entry is open to residents of Western Australia who are over 18 years of age.
- 4. Entry is limited to one per person.
- 5. The Competition is not open to the following individuals and companies:
 - a. employees, directors and officers, and contractors of the Promoter and their immediate families;
 - b. the Promoter's related bodies corporate as defined in section 50 of the Corporations Act 2001 (Cth) (Related Bodies Corporate); and
 - c. the employees of the suppliers and agencies engaged by the Promoter and its Related Bodies Corporate in relation to this Competition and their immediate families.
- 6. Entries in the Competition must comply with the Terms and Conditions to be valid.
- The Competition Period commences on Saturday 13 October 2018 at 12:00pm Australian Western Standard Time (AWST) and concludes on Sunday 28 October 2018 at 5:00pm AWST (Competition Period).
- 8. To be eligible to enter the Competition, entrants must:
 - a. visit the Iluma Private Estate Display Village at Pegasus Road and Aquila Crescent, Bennett Springs during the Competition Period;
 - b. correctly completes a minimum of 8 display home questions on the competition entry form; and provide all contact details and place the completed competition entry into the entry barrel in the Iluma Land Sales Office, 1 Pegasus Road, Bennett Springs before 5:00pm on Sunday 28 October 2018 AWST.
- 9. If an entrant's contact details change prior to the draw taking place, it is the entrant's responsibility to notify the Promoter in writing as soon as possible.
- 10. All entries made become the property of the Promoter.
- 11. The winner of the Competition will be drawn randomly from the barrel in which the Competition entries have been placed.
- 12. The prize draw will take place on Tuesday 30 October 2018 at 2:00pm AWST at the Iluma Land Sales Office, Luminous Boulevard, Bennett Springs and will be drawn by an authorised employee of the Promoter.
- 13. The winner will be contacted by the Promoter by phone and email on the day of the draw.
- 14. The first valid entry drawn in the Competition will win a EFTPOS Gift card to the value of AUD \$1,000.00 (inclusive of GST) (**Prize**). There is one (1) Prize.
- 15. The Prize will be provided to the winner within 28 days after the draw.
- 16. If the entrant selected as a winner cannot, in the reasonable opinion of the Promoter, be readily identified from the information provided on their entry form is uncontactable or unable to accept the Prize for any reason, a second draw will be conducted on Monday 5th November 2018. The winner of the second draw will be notified by email and phone by the Promoter within 48 hours of the prize draw.
- 17. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize, or any element of it, as stated. The Promoter reserves the right to substitute the Prize in whole or in part for something of equal or greater value if any component of the Prize is unavailable (subject to

any applicable legislation). The Prize is not transferable, deferrable, exchangeable or redeemable for cash or product. The Prize cannot be sold to any other person (including by online auction or private sale). Unused portions of the Prize will be forfeited, and no compensation will be payable in lieu of that element of the Prize.

- 18. The Promoter accepts no responsibility for any tax implications that may arise from acceptance by a winner of the Prize. All taxes which may be payable as a consequence of receiving the Prize are the sole responsibility of the winner.
- 19. The Prize may be subject to specific terms and conditions as required by the provider of the Prize. Any dispute pertaining to the Prize is strictly between the winner of the Competition and the provider of the Prize.
- 20. Winners accept the Prize at their own risk. None of the Promoter, its Related Bodies Corporate or any of their employees, contractors and agents (or employees of their contractors and agents) will be liable for any liability, loss, damage or expense (including but not limited to direct, indirect or consequential loss or loss of profits), or death or personal injury, suffered or incurred (whether or not arising from any person's negligence) arising out of, or in connection with, the Competition, the provision of the Prize, use or participation in the Prize or marketing of this competition, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 21. Incomplete, illegible, indecipherable and late entries are invalid. The Promoter accepts no responsibility for late entries or entries not received for any reason.
- 22. The Promoter reserves the right to disqualify any entries in its absolute discretion. For example, the Promoter may disqualify: (a) any entrants or entries that tamper with, or attempt to tamper with the entry process; (b) incomplete, indecipherable or illegible entries or entries containing false information or incorrect contact details; (c) any entries that contain material that is obscene, indecent, objectionable, defamatory, libellous or otherwise contravenes an applicable law or infringes any third party's rights.
- 23. The Promoter reserves the right, at any time, to verify the validity of entries and the details provided by entrants (including without limitation an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not, in the reasonable opinion of the Promoter, in accordance with the Terms and Conditions. The information necessary for verification is at the sole discretion of the Promoter.
- 24. All entrants who are selected as winners agree to take part in publicity for the Competition as reasonably requested by the Promoter, and agree to the Promoter using their name, image, likeness, character, voice or anything else that identifies them in any media worldwide (including without limitation in national print media, on the Promoter's website and in other promotional material) for a reasonable time without remuneration to promote any of the Promotion, the Promoter and any of the Promoter's products or services.
- 25. Each entrant must comply with the Terms and Conditions. Each entrant indemnifies and will keep indemnified the Promoter in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the entrant acting inconsistently with or breaching any part of the Terms and Conditions.
- 26. The Promoter's decision on all aspects relating to this competition is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 27. These Terms and Conditions are governed by the laws of the state of Western Australia.
- 28. If you tick the Yes to 'receive more information about Iluma' on the competition entry form you will go on our the Iluma database and will receive emails relating to Iluma Private Estate by Mirvac and agree to our Privacy Policy https://www.mirvac.com/privacy-policy/