

AUSTIN LAKES – TERMS AND CONDITIONS OF RESIDENT SIGN-UP COMPETITION

GENERAL

Information on how to enter and the competition prize form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

WHO CAN ENTER?

Subject to the clauses below, entry is open to all residents of Western Australia who have fulfilled the requirements set out below ('Eligible Entrants'):

1. Employees, and their immediate families, of the Promoter, related entities, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 first cousin.
2. Any entrant who is under the age of 18, as of the date of entry, is not eligible to enter this competition.
3. Any entrant who does not reside in WA with a valid residential address, is not eligible to enter this competition.

The Promoter is Austin Lakes, Wolfdene (the 'Promoter'). The Promoter's address is Schoales Bend &, Keegan Corner, South Yunderup WA 6208.

HOW TO ENTER

To enter Eligible Entrants must, during the Promotional Period (defined below):

1. Complete the Resident Community List sign-up form at www.austinlakes.com.au/residents
2. Agree to be contacted by Austin Lakes (by completing entry form);
2. The winner may be required to verify their identity and provide proof of address. Acceptable forms of identification and proof of participation are at the discretion of the Promoter and Related Entities. Entrants may only enter their own name and must have ongoing access to the email and phone provided on the entry form. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Only one entry is allowed per individual. Multiple individuals from one household are allowed.

Additional bonus entries will be counted for those individuals who choose to also 'like' or 'follow' the Austin Lakes Estate Facebook page or the Austin Lakes IGA Facebook page.

OPEN, CLOSE, DRAW AND PUBLISH DATES

The competition commences on Tuesday 21 April at 09:01 AM and closes 11:55 PM Monday 18 May 2020. ('Promotional Period'). All times noted in these Terms and Conditions are AWST (Australian Western Standard Time). The Prize listed below will be drawn on the

listed date by the promoter. Entries must be received by the Promoter prior to the competition close date and time to be eligible.

The winner of the first prize will be drawn at random by The Promoter at Schoales Bend &, Keegan Corner, South Yunderup WA 6208 on 30th April 2020. The winner will be notified by email using the information provided on the entry form on 1 May, 12 PM. The winner's name will also be published on the Austin Lakes Facebook and Instagram pages at www.facebook.com/austinlakesestate and www.instagram.com/austinlakesestate.

The winner of the second prize will be drawn at random by The Promoter at Schoales Bend &, Keegan Corner, South Yunderup WA 6208 on 19th May 2020. The winner will be notified by email using the information provided on the entry form on 20 May, 12PM. The winner's name will also be published on the Austin Lakes Facebook and Instagram pages at www.facebook.com/austinlakesestate and www.instagram.com/austinlakesestate.

The winner consents to having their photograph taken with the prize, to be used across Austin Lakes social media channels, website and EDM, upon acceptance of the prize and without remuneration. The prize will be made available for collection to the winner on the from the IGA counter from the day following the prize draw. Due to the nature of the prize, it must be collected in person.

The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions or is not contactable within 21 days of the competition draw.

PRIZE

1. The total number of competition winners in this competition is two (2).
2. There are two prizes, each consisting of a \$100 gift card to Austin Lakes IGA.
3. The total prize pool is valued at \$200.
4. The Prize must be taken as provided, unless otherwise approved by the Promoter. The Prize is subject to change and availability. The Promoter and the Prize Supplier must approve any requests for changes
5. The Prize may be redeemed at a time and date suitable to both the winner and to Promoter.
6. The Prize is non-transferable. No compensation will be payable by the Promoter or related entities if a Winner, is unable to use any element of the Prize as stated for whatever reason. The Winner forfeits any part of a Prize that is not taken for any reason.
7. The Promoter, Prize Supplier and related agencies and companies take no responsibility for any changes in prize value.

Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded the prize and then found to have breached this clause, the entrant must immediately return the prize awarded. The Promoter has sole discretion to determine if any entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this

competition. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded the prize and then found to have breached this clause, the entrant must immediately return the prize awarded. The Promoter has sole discretion to determine if any entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause.

PRIVACY COLLECTION STATEMENT

The Promoter collects entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prized fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions.

The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at https://austinlakes.com.au/wp-content/uploads/2020/04/WD_Privacy_refunds_Disclaimer_2016.pdf.

You may request access or to update your personal information or lodge a complaint by writing to The Promoter Austin Lakes, Schoales Bend &, Keegan Corner, South Yunderup WA 6208.

All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winners agree to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner agrees to grant the Promoter or Related Entities a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize. The Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted. 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 2010, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter:

(d) any variation in prize value to that stated in these Terms and Conditions;

(e) any tax liability incurred by a winner or Entrant; or

(f) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of The Promoter.