

FLORENCE BUILDER COMPETITION

TERMS & CONDITIONS

SCHEDULE

Competition Name	Florence Builder Competition
Promoter	Satterley Property Group Pty Ltd ACN 009 054 979 ABN 38 009 054 979 Level 3, 27-31 Troode Street WEST PERTH WA 6005
Promotion Period Commencement Date:	1 December 2022 (12.01am AWST)
Closing Date:	30 June 2023 11.59pm (AWST)
Prizes	<p>First Prize: Dinner to the value of \$10,000 including cellar wines hosted by Satterley Property Group CEO, Nigel Satterley</p> <p>Second Prize: Dinner to the value of \$5,000 including cellar wines hosted by Satterley Property Group State Sales Manager (WA) and Estate Manager for Florence Estate, Mandogalup.</p> <p>Third Prize: Dinner to the value of \$2,500 including cellar wines hosted by Satterley Property Group State Sales Manager (WA) and Estate Manager for Florence Estate, Mandogalup.</p>
Eligible Lots	All “traditional homesites” at Florence Estate, Mandogalup, except for Lots 99 – 102 and 137 - 144 (inclusive) and such other lots nominated by the Promoter
Contract of Sale	A contract in the form of the Promoter’s standard Contract for sale of land by offer and acceptance (and all annexures) and at a purchase price not less than the advertised sale price that has been signed by a buyer as part of a ‘house and land package’ advertised or promoted by the entrant.

1. Application of Terms and Conditions

- 1.1 Information on how to enter and Prize details form part of these terms and conditions.
- 1.2 By participating in the Florence Builder Competition, entrants accept and agree to be bound by these terms and conditions (which includes the Schedule above).
- 1.3 Entries must comply with these terms and conditions to be valid.

2. Who can enter the Competition

- 2.1 Entry to the Florence Builder Competition is only open to entrants with an Australian Business Number issued by the Australian Business Register.
- 2.2 Entry is not open to the general public or the directors and employees of the Promoter.

3. How to enter the Competition

- 3.1 To enter the Florence Builder Competition, each entrant must submit a Contract of Sale for an Eligible Lot to the Promoter during the Promotion Period.
- 3.2 Entries are deemed to be received by the Promoter:
 - a) if delivered, at the time of delivery;
 - b) if sent by post, at 9.00am on the date on which it is received; and
 - c) if sent by facsimile or email transmission, at the time and date on which the facsimile or email transmission is sent.
- 3.3 The Promoter reserves the right, at any time, to request verification of the name, identity, ABN or any other information relevant to participation in the Florence Builder Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
- 3.4 The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or any applicable laws or regulations.
- 3.5 The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Florence Builder Competition.
- 3.6 The eligibility of entries is solely within the discretion of the Promoter and the Promoter's decision on the validity and/or time of receipt of an entry is final and binding on all entrants.
- 3.7 The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

4. Prizes

- 4.1 Prizes are not transferable or exchangeable and cannot be redeemed for cash or any other form of compensation.

- 4.2 The Promoter may determine the venue or location at which the Prizes may be redeemed in its sole and absolute discretion.
- 4.3 If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from any regulatory authority.
- 4.4 All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner. Any other expenses involved in redeeming the prizes are the winner's responsibility.
- 4.5 A winner's use of a Prize is entirely at their own risk. Before a Prize is awarded a winner may be required to sign an agreement releasing the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance of and use of the Prize and the winner's participation in the Florence Builder Competition.

5. How the Winners are determined

- 5.1 The winners will be determined by the Promoter at the end of the Promotion Period as follows:
 - a) First Prize will be awarded to the first entrant to submit 15 Contracts of Sale of Eligible Lots;
 - b) Second Prize will be awarded to the first entrant (excluding the winner of the First Prize) to submit 10 Contracts of Sale of Eligible Lots;
 - c) Third Prize will be awarded to the first entrant (excluding the winner of the First Prize or the Second Prize) to submit 5 Contracts of Sale of Eligible Lots;
- 5.2 The Promoter's decision will be final and binding and no correspondence with entrants or any other person will be entered into.

6. Notification and claiming the Prize

- 6.1 The Promoter will notify each winner and provide them with instructions on how to claim their Prize. It is the responsibility of each winner to comply with the Promoter's instructions.
- 6.2 Each winner agrees to participate and cooperate in all of the Promoter's publicity activities relating to the Florence Builder Competition, including being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
- 6.3 It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

7. Unclaimed Prizes

- 7.1 The Promoter will take reasonable steps to contact or notify each winner by email and/or telephone within 7 days of determining the winners of the Florence Builder Competition.

- 7.2 The winners will have 6 months immediately following the date of determination of the winners to claim their Prize. If any winner chooses not to take their prize (or is unable to) or does not take or claim a Prize by the time specified by the Promoter, or is unavailable, their Prize will be forfeited and the Promoter is not obliged to substitute the Prize or award the unclaimed Prize to another entrant.

8. Limitation of liability and indemnity

- 8.1 Except to the extent prohibited by law, the Promoter excludes all warranties or representations about the suitability or fitness for purpose of any Prize. If liability cannot be excluded by law, the liability of the Promoter is limited to resupplying the relevant Prize or paying the cost of replacing the Prize.
- 8.2 Each entrant, by entering the Florence Builder Competition, releases and indemnifies the Promoter (including its officers, employees, and agents) from and against any loss or damage whatsoever or personal injury suffered or sustained, in connection with the promotion, the use of the Prize or any act or omission of the Promoter, the venue or their respective agents, employees or contractors.

9 Privacy

- 9.1 The Promoter will collect and use each entrant's personal information for the purposes of:
- a) conducting the Florence Builder Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Florence Builder Competition;
 - b) providing information about products and services offered by the Promoter and its related companies;
 - c) research to improve its products and services.
- 9.2 By entering the Florence Builder Competition, entrants consent to the use of their personal information in this manner.

10. Termination or variation of competition

- 10.1 The Promoter reserves the right to vary the terms of, or cancel, the Florence Builder Competition at any time without liability to any entrant or other person, subject to applicable laws.