

# Peet Communities WIN one of 20 Family Passes to the Perth Scorchers vs Brisbane Heat Game! (Promotion)

## TERMS AND CONDITIONS

### 1. PROMOTION DETAILS

- 1.1 Entry into this Promotion is deemed acceptance of these terms and conditions.
- 1.2 This is a game of chance.
- 1.3 In these terms and conditions, and in any marketing material and advertisements relating to the Promotion, the Promoter means Peet Limited ACN 008 665 834 and its related bodies corporate, including but not limited to, where applicable, the joint venture partners of any of the above entities.
- 1.4 Other than those persons described in clause 1.5, entry into this Promotion is only open to Queensland residents aged 15 years or older (**Eligible Person**).
- 1.5 However, directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of the agencies or companies associated with this Promotion are ineligible to enter.
- 1.6 Each Eligible Person may enter the Promotion more than once.
- 1.7 The Promotion described in these terms and conditions commences on Friday 6 December 2019 at 9.00am (AEST) and concludes on Thursday 19 December 2019 at 11.59pm (AEST) (**Promotion Period**). The Promoter may extend the Promotion Period at its sole discretion (**Extended Promotion Period**). Details of any Extended Promotion Period will be posted on the Promotion Website. References in these terms and conditions to the Promotion Period include any Extended Promotion Period, where applicable.
- 1.8 The Promotion is only valid during the Promotion Period. The Promotion details set out in these terms and conditions are correct at the time of their first publication but may change at the Promoter's absolute discretion at any time. The Promoter will post any changes to the Promotion details (including these terms and conditions) on the Promotion Website.
- 1.9 Specific eligibility criteria and terms and conditions for the Promotion apply, as set out below in these terms and conditions.

### 2. ELIGIBILITY CRITERIA

- 2.1 Subject to these terms and conditions, an Eligible Person who:
  - (a) during the Promotion Period, participates in the Promotion (**Entrant**) and satisfies the Eligibility Criteria; and
  - (b) otherwise satisfies these terms and conditions,

(**Eligible Entrant**) will be entered into the Prize Draw for a chance to win one of 20 Prizes.

- 2.2 To be eligible for the Promotion and to go in the Prize Draw, an Eligible Person must within the Promotion Period enter and submit to the Promotor the following details of the Eligible Person at the Entry Website (**Entry**):
- (a) first and last name;
  - (b) email address;
  - (c) post code;
  - (d) which one of the Peet Communities that the Entrant would love to call home,

(**Eligibility Criteria**).

- 2.3 It is each Entrant's responsibility to ensure their Entry is valid and is received by the Promoter before the end of the Promotion Period.
- 2.4 Any Entrant under the age of 18 years confirms the enter the Promotion with their parental or guardian consent.
- 2.5 The Promoter reserves its right, at any time, to verify the validity of Entries and Entrants (including an Entrant's identity and place of residence) and to disqualify any purported Entrant who submits an Entry which is not in accordance with these terms and conditions or who tampers with the entry process.
- 2.6 Any purported Entry which:
- (a) contains content which, in the sole opinion of the Promoter is inappropriate or objectionable, including but not limited to content containing profanity or insulting, inflammatory or defamatory statements or generally intended to damage the reputation of the Promoter; or
  - (b) is not submitted in accordance with these terms and conditions;
  - (c) does not satisfy the Eligibility Criteria; or
  - (d) is submitted in a manner which is misleading or deceptive, or fraudulent,
- will not entitle the purported Entrant to an entry in the Promotion or to win a Prize.

**3. DETAILS OF THE PRIZE**

- 3.1 The prize is one (1) of twenty (20) packages of 4 x adult tickets to the Perth Scorchers vs Brisbane Heat 'Big Bash League' cricket game at 6:10pm (AEST) on Wednesday 1 January 2020 at Metricon Stadium, Nerang Broadbeach Road, Carrara, Queensland, each package valued at \$88.00 (each a **Prize**).
- 3.2 The total prize pool is \$1,760.00, being the total value of each of the 20 Prizes.
- 3.3 A Prize is not redeemable for cash and is not transferable.

- 3.4 The winners be bound by all terms and conditions of the issuer of a Prize, including, without limitation, any event date and time, expiry date, venue entry requirements and rules and cancellation or rescheduling conditions and will have no recourse against the Promoter whatsoever in relation to a Prize. The Prize cannot be redeemed for any alternative matches/games.
- 3.5 Acceptance and use of the Prize is at the risk of the Winning Eligible Entrants.
- 3.6 Winning Eligible Entrants agree not to make any claim or objection against the Promoter in relation to the use or attempted use of the Prize.
- 3.7 The Promoter is not liable to reissue the Prize or reimburse a Winning Eligible Entrant for the amount of the Prize if the Prize is lost, stolen, defaced, mutilated or altered or if the Winning Eligible Entrant gave an incorrect email address and does not receive the Prize.
- 3.8 All Winning Eligible Entrants must pay for and arrange for their own transportation to and from the venue and all other costs associated with the Prize.
- 3.9 In the event for any reason a Winning Eligible Entrant does not take an element of any Prize at the time stipulated by the Promoter or the terms and conditions of the Prize, then that element of the Prize will be forfeited by the Winning Eligible Entrant and cash will not be supplied in lieu of that element of the Prize. The Promoter accepts no responsibility for any variation in Prize value.
- 3.10 The Promoter reserves its right, at any time, to substitute a Prize with any other product of equal value, including a cash payment.

#### **4. DETAILS OF THE PRIZE DRAW**

- 4.1 Twenty (20) winners will be awarded one Prize each. A winner of a Prize cannot win more than one Prize.
- 4.2 The Promoter will conduct a manual random draw from an entry box to select the Prize winners at 9:30 am (AEST) on 20 December 2019 at Peet Limited, Level 3, 167 Eagle Street, Brisbane, Qld, 4000 (**Prize Draw**). The Eligible Entrants do not need to be present at the Prize Draw to be eligible for a Prize.
- 4.3 The Prize Draw is determined by chance and each Eligible Entrant who has satisfied the Eligibility Criteria has an equal chance of winning, subject to the number of entries submitted by each Eligible Entrant.
- 4.4 Subject to clause 4.5, the first twenty (20) Eligible Entrants drawn in the Prize Draw will be declared the winners (each a **Winning Eligible Entrant**) and will each receive one Prize. If there are less than 20 Eligible Entrants who have satisfied the Eligibility Criteria, then only that number of Prizes will be drawn and awarded. The remaining Prize/s will not be awarded and will remain the property of the Promoter.
- 4.5 An Eligible Entrant who has been drawn as a Winning Eligible Entrant in a Prize Draw or subsequent re-draw (whether or not they have forfeited a Prize) is not eligible to win the Promotion through any subsequent Prize Draw or re-draw.

- 4.6 Each Winning Eligible Entrant will be notified via email on 20 December 2019.
- 4.7 If a Winning Eligible Entrant is under the age of 18 years, the Prize will be deemed held by the winner's parent or guardian.
- 4.8 If a Winning Eligible Entrant cannot be contacted or does not claim their Prize within two (2) business days of:
- (a) the Prize Draw, that Winning Eligible Entrant will forfeit their Prize and the Promoter will conduct a re-draw for that Prize from the remaining eligible entries within one (1) business day of the forfeit and a new winner for the forfeited unclaimed Prize will be announced (and will therefore become a Winning Eligible Entrant). If this occurs, the original winner has no claim to the Prize and no recourse against the Promoter; and
  - (b) a re-draw, that Winning Eligible Entrant will forfeit their Prize and the Promoter will conduct a re-draw for that Prize from the remaining eligible entries within one (1) business day of the forfeit and a new winner for the forfeited unclaimed Prize will be announced (and will therefore become a Winning Eligible Entrant). If this occurs, the re-draw winner has no claim to the Prize and no recourse against the Promoter.
- 4.9 The process in clause 4.8 will continue for each Prize until a Winning Eligible Entrant claims the Prize.
- 4.10 If a Prize is not claimed by a Winning Eligible Entrant by 31 December 2019 and is no longer capable of being redeemed, the new Winning Eligible Entrant/s will receive a Prize, as determined by the Promoter, of equivalent value (as if the original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the laws of Queensland.
- 4.11 A Prize will be claimed by a Winning Eligible Entrant if the Promoter sends the Prize to the Winning Eligible Entrant's email address included in the Entry into the Promotion and the Promoter does not receive an undeliverable message within 24 hours of it being sent.
- 4.12 The Prize will be delivered by email to the email address provided in the Winning Eligible Entrants' Entry into the Promotion.
- 4.13 The results of the Prize Draw and any re-draw will not be published.

## **5. PARTICIPATING DETAILS**

- 5.1 The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected Entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.

6. All Entries and materials submitted to the Promoter in connection with this promotion (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each Entrant and Eligible Entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such Entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials.
7. Winning Eligible Entrants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any Prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, Winning Eligible Entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or any challenge involved in this Promotion, or in taking or using any Prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.
8. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion or acts in violation of these terms and conditions, acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person.

## **9. OTHER TERMS AND CONDITIONS**

- 9.1 Entrants acknowledge and agree that any failure to comply with the Eligibility Criteria and these terms and conditions will make the Entrant ineligible for the Promotion.
- 9.2 In the event of any dispute as to eligibility to participate in the Promotion, eligibility will be determined by the Promoter and the Promoter's decision will be final and binding.
- 9.3 All risk in relation to possession, control and/or use of a Prize passes to the Winning Eligible Entrant at the time the Winning Eligible Entrant receives the Prize.
- 9.4 To the extent permitted by law, neither the Promoter nor any of its employees, agents or officers will be liable for any loss, damage or personal injury suffered or incurred by any person arising from or in any way related to the Promotion or the Prize.
- 9.5 The Promoter may cancel or make changes to the Promotion at any time without notice, including shortening or extending the Promotion Period.
- 9.6 These terms and conditions supersede any prior terms and conditions for the Promotion.
- 9.7 Any cost associated with accessing the Promotional Website or the Entry Website and submitting an Entry into the Promotion is the proposed Entrant's responsibility and is dependent on the internet service provider used.
- 9.8 Any duties, taxes, levies or charges which may be payable as a consequence of receiving the Prize are the sole responsibility of the recipient of the Prize.

- 9.9 The benefits under the Promotion are not available in conjunction with any other promotion or offer by the Promoter.
- 9.10 Failure by the Promoter to enforce any of its rights under these terms and conditions does not constitute a waiver of those rights.
- 9.11 If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to the laws of Queensland.
- 9.12 The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, Entrants agree to 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.
- 9.13 Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)* or other consumer protection laws in Queensland which cannot be contracted out of (**Non-Excludable Guarantees**).
- 9.14 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) will not be liable for any liability, for any personal injury, or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- 9.15 The Promoter gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement, or any information or statements made or given by its employees, agents or contractors concerning the Promotion, and will not be liable for any loss or damage suffered or incurred by any party who relies upon the information in any such advertisement, publication or statement except for any liability which cannot be excluded by law.
10. Where the competition is communicated on Facebook or Instagram, Entrants and Eligible Entrants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and Entrants and Eligible Entrants in the Promotion release Facebook and Instagram and its associated companies from all liability arising from the Promotion. Entrants and Eligible Entrants provide their information to the Promoter and not to Facebook or Instagram.
- 10.1 For the purposes of sections 11 and 12 of the *Electronic Transactions Act (Queensland) 2001 (Qld)* and the *Electronic Transactions Act 1999 (Cth)*, the proposed Entrants, Eligible Entrants and the Promoter consent to any information or documents being given by electronic communication including by email.
- 10.2 The Promotion is governed by the laws in Queensland.

## 11. DEFINITIONS

11.1 In these terms and conditions, the following terms have the corresponding meaning:

- (a) **'Entry Website'** means <https://1.shortstack.com/JPGBF> (which may also be accessed via the Promotor's Facebook page at [www.facebook.com/peetcommunities](http://www.facebook.com/peetcommunities));
- (b) **'Peet Communities'** means the following residential estates owned, developed or managed by the Promoter:
  - (i) 'Flagstone' at Flagstone, Qld, 4280;
  - (ii) 'Eden's Crossing' at Redbank Plains, Qld, 4301;
  - (iii) 'Riverbank' at Caboolture South, Qld, 4510;
  - (iv) 'Spring Mountain' at New Beith and Greenbank, Qld, 4124;
  - (v) 'Village Green' at Palmview, Qld, 4553; and
  - (vi) 'The Landing' at Strathpine, Qld, 4500; and
- (c) **'Promotion Website'** means <https://1.shortstack.com/JPGBF>.

## 12. PRIVACY

- 12.1 **Privacy Notice** - By participating in this Promotion, you consent to the collection, use and disclosure of your personal information as summarised below. For full details please refer to our privacy policy at [www.peet.com.au/privacy-policy](http://www.peet.com.au/privacy-policy).
- 12.2 **Privacy Officer** - The Promoter's Privacy Officer can be contacted on (08) 9420 1111 or by email: [privacy@peet.com.au](mailto:privacy@peet.com.au).
- 12.3 **Collection of your personal information** - The Promoter will collect personal information about you so that it can administer dealings with you, provide you with information, products and services (including in relation to new estates and developments that might be of interest to you) and deal with any requests you may have. If the Promoter does not collect your personal information, it may be unable to deal with your request or provide you with information, services and benefits. Personal Information the Promoter collects may include name, date of birth, gender, contact details including your physical address, email address and telephone number, details of products and services that you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries.
- 12.4 **Disclosure of your personal information** - Entrants acknowledge that the Promoter may disclose your personal information to third parties, such as contractors, service providers, suppliers, business clients, related parties or companies, IT providers, payment processors, marketing providers who provide marketing and public relations services, competition organisers, prize issuers, social media marketers and other organisations. The Promoter is unlikely to disclose your personal information to persons outside of Australia.

- 12.5 **Our Privacy Policy** - The Promoter's Privacy Policy sets out its approach to the management of personal and sensitive information. Subject to the *Privacy Act 1998* (Cth), you can have access to and seek correction of your personal information. The Privacy Policy contains information about how you can do this, and also contains information about how you can make a complaint about a breach of privacy.
- 12.6 **Direct Marketing** – By participating in this Promotion, you consent to the Promoter using your personal and other information to let you know about products and services that the Promoter thinks may be of interest to you, via direct marketing through electronic and other means. However, you may opt out of receiving marketing information at any time by using the contact details provided above. For more information, see the Promoter's Privacy Policy.