

Flagstone Purchaser Survey (Promotion) 2021

Terms and Conditions

Promotion Details

1. Entry into this Promotion is deemed acceptance of these terms and conditions.
2. This is a game of chance.
3. The promoter is Peet Flagstone City Pty Ltd ACN 151 187 594 of Level 3, 167 Eagle Street, Brisbane, QLD 4000 (**Promoter**).
4. Entry into this Promotion is only open to Queensland residents aged 18 years or older.
5. Each person may only enter the Promotion once for each Eligible Lot.
6. The Promotion commences at 10.00 am (AEST) on Tuesday 23 November 2021 and concludes at 5.00 pm (AEST) on Tuesday 7 November 2021 (**Promotion Period**). No late entries will be accepted. The Promoter accepts no responsibility for any late, lost or misdirected entries.
7. Entrants who comply with the Eligibility Criteria will each receive one (1) entry in the Prize Draw for the chance to win one (1) of five (5) Prizes.

Eligibility Criteria

8. To be eligible for the Promotion and to go in the Prize Draw, you must within the Promotion Period:
 - (a) be a Queensland resident aged 18 years or older and not be an employee (or family member or agent of any employee) of the Promoter or any of its related entities;
 - (b) at the time of the submission of the entry into the Promotion, be a registered owner of a lot;
 - (c) complete the online Purchaser Survey, powered by Survey Monkey, distributed via email;
 - (d) complete the contact details at the end of the Purchaser Survey (including the Entrant's name, telephone number, email address)
9. It is the proposed entrant's responsibility to ensure that they correctly comply with the Eligibility Criteria and submit their entry to enter the Promotion. Once the entry is submitted, the Promoter will check and confirm the eligibility of each proposed entrant at the time of the submission of the entry and at the time of the Prize Draw.
10. 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.

11. 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 in the Prize Draw.
12. Only one registered owner of an Eligible Lot is entitled to one (1) entry in the Promotion for each Eligible Lot. All other registered owners of the same Eligible Lot are excluded from submitting an entry and any duplicated entries for the same Eligible Lot will be deemed invalid. However, joint named entries of multiple registered owners of an Eligible Lot will be accepted as one joint entry for that Eligible Lot in the Promotion.

Details of the Prize

13. There are to be five (5) winners chosen at random from all valid entries received in the Promotion who will win a Prize.
14. The five (5) prizes are:
- (a) Five (5) individual VISA debit cards to the value of \$100.00
15. The total prize pool is \$500.00, being the total value of the 5 Prizes.
16. A Prize is not redeemable for cash and is not transferable.
17. The winners be bound by all terms and conditions of a Prize, including, without limitation, any expiry date and purchasing limitations and will have no recourse against the Promoter whatsoever in relation to a Prize.
18. The winner/s acknowledges that a Prize may become void and may not be redeemed if it is defaced, stolen, lost, damaged, altered or otherwise damaged or tampered with in any way and agree that the Promoter will not be liable to reissue or reimburse the winner for any remaining dollar value on any Prize which is so defaced, stolen, lost, damaged, altered or otherwise damaged or tampered with in any way.
19. Any duties, taxes, levies or charges which may be payable as a consequence of receiving a Prize are the sole responsibility of the winner/s.
20. The Promoter reserves its right, at any time, to substitute a Prize with any other product of equal value, including a cash payment.

Details of the Prize Draw

21. Each entry into the Promotion that has satisfied the Eligibility Criteria and these terms and conditions will be entered in for random winner selection.
22. Eligible entries will be put into a randomiser website on Wednesday 08 December 2021 at 10.00 am, where five (5) winners will be generated at random. The Entrants do not need to be present at the Prize Draw to be eligible for a Prize.
23. The Promoter accepts no responsibility for any issues associated with matters preventing or otherwise affecting entries from being submitted and chosen at random.
24. The five (5) winners generated at random will be final and binding on every Entrant. No correspondence will be entered into nor any explanation given as to the randomised selection of the winners.
25. Five (5) winners will be awarded one Prize each.
26. If there are less than five (5) Entrants who have satisfied the Eligibility Criteria, then only that number of Prizes will be awarded. The remaining Prize/s will not be awarded and will remain the property of the Promoter.
27. Each winning Entrant will be notified via telephone or email on Thursday 09 December 2021 and will be advised the prize will be available for collection from the Flagstone Sales and Information Centre. If the winning Entrant cannot collect the prize from the Flagstone Sales and Information Centre, the prize will be mailed via registered post to their nominated address.
28. If a winning Entrant cannot be contacted within one week of the randomised winner selection, then an alternative winner will be randomly selected.
29. A winning Entrant may be requested by the Promoter to participate in promotional interviews and photographs and for the interviews and photographs and result of the Prize Judging to be published on the Promoter's website and/or Facebook page. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and promoting any products manufactured, distributed and/or supplied by the Promoter.
30. The results of the randomised winner selection will be communicated via email within a reasonable time following the Prize randomised winner selection.

Other terms and conditions

31. Entrants acknowledge and agree that any failure to comply with the Eligibility Criteria will make the Entrant ineligible for the Promotion.
32. 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.

33. All risk in relation to possession, control and/or use of a Prize passes to the winning Entrant at the time the winning Entrant receives the Prize.
34. 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 a Prize.
35. The Promoter may cancel or make changes to the Promotion at any time without notice, including shortening or extending the Promotion Period.
36. These terms and conditions supersede any prior terms and conditions for the Promotion.
37. Any cost associated with accessing the promotional website and submitting an entry is the proposed entrant's responsibility and is dependent on the internet service provider used and locality of the Entrant.
38. Any duties, taxes, levies or charges which may be payable as a consequence of receiving a Prize are the sole responsibility of the recipient of a Prize.
39. The benefits under the Promotion are not available in conjunction with any other promotion or offer by the Promoter.
40. The Promoter will not be liable for any loss or damage suffered or incurred by any person who relies upon the information in any advertisement relating to the Promotion or participates in the Promotion except for any liability which cannot be excluded by law, nor for any restriction of the Promoter's ability to provide any aspect of the Promotion as a result of the act of any third party.
41. 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, Entrants and the Promoter consent to any information or documents being given by electronic communication including by email.

Definitions

42. In these terms and conditions, the following terms have the corresponding meaning:
 - (a) **Sales and Information Centre** means the Sales and Information Centre for the Promoter's Flagstone' Estate at Cnr Homestead and, Wild Mint Dr, Jimboomba QLD 4280; and
 - (b) **Entrant** means an individual who has validly entered the Promotion in accordance with these terms and conditions.

Privacy

43. **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.

44. **Privacy Officer** - The Promoter's Privacy Officer can be contacted on (08) 9420 1111 or by email: privacy@peet.com.au.
45. **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.
46. **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.
47. **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.
48. **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.