

## Terms and Conditions: McGrath Property Survey

1. Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
2. The promoter is McGrath Australasia Pty Ltd, 191 New South Head Rd Edgecliff NSW 2027 ACN 091455711 (Promoter).

### Duration

3. All references to time in this document are a reference to the local time in Sydney, New South Wales, Australia on the date stated. The promotion commences at 08:00AM on 14 July 2017 and closes at 05:00 PM on 31 July 2017 or once 800 surveys have been completed, whichever comes first (Promotion Period).

### Eligibility to enter

4. Entry is open only to Australian residents aged 18 years or older, who receive an invitation to participate in the McGrath Property Survey (Eligible Entrants), excluding directors, management, employees and their immediate families of the Promoter and its related bodies corporate.

### Entry into the promotion

5. To enter, Eligible Entrants must during the Promotion Period complete the McGrath Property Survey; including a response to the question 'Tell us in 25 words or less about your experience in using McGrath to sell property'.
6. Each entry gives the Eligible Entrant a chance to win one of five \$100 Visa gift cards.
7. Multiple entries are not permitted.
8. The Promoter is not responsible for any lost, late or misdirected entries.
9. The time of entry will be deemed to be the time the entry is received by the Promoter.
10. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### Judging of entries

11. Chance plays no part in determining the winning entries. Entries will be judged based on their individual merit.
12. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content, including but not limited to profanity, potentially insulting, scandalous, inflammatory or defamatory images or language.
13. The judges' decision is final and no correspondence will be entered into. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
14. Judging will take place on 9 August 2017 at the offices of the Promoter. Judging will be conducted by the Promoter (Adjudicator).

### Judging backup entries

15. As part of judging, the Adjudicator will select an additional 2 entries to be used as backup winners in the event that an entrant is unable to satisfy the promotion terms and condition or forfeits or does not claim a prize. For any prize that remains unclaimed on 30 August 2017 the Promoter will award the prize to the backup winner in the order judged by the Adjudicator, subject to any written direction given under applicable law

### **The prize**

16. The top five (5) entries as determined by the judges will each win a \$100 Visa gift card.
17. The prize is non-transferable, not redeemable for cash and will be subject to Visa gift card terms and conditions.
18. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

### **Notification of the winner**

19. Each winner will be notified by email using the same address that received the survey invitation within ten business days of the judging of entries and their names published on <https://www.mcgrath.com.au/terms> no later than 20 September 2017.

### **Limitation of liability and variation of terms**

20. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
21. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (Promotion Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
22. The exclusion of liability in clause 20 does not apply to limit or exclude liability: a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; or b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

### **Entry details and privacy**

23. Entry details remain the property of the Promoter. The name and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit <https://www.mcgrath.com.au/privacy> to obtain a copy.

### **Tax Implications**

24. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.