



SEVENTH BEND HOLIDAY PROMOTION

TERMS AND CONDITIONS

1. The Promotion

- 1.1. By entering or otherwise participating in the Seventh Bend Holiday Promotion ("**Promotion**") you are deemed to have read and accepted these Terms and Conditions. If you do not agree with these Terms and Conditions, you should not enter or participate in the Promotion.
- 1.2. The promoter is Yourland Management Pty Ltd ACN 151 294 852 of 57A Queen Street, Bendigo Victoria 3550 ("**Promoter**").
- 1.3. The Promotion commences on Saturday, 1 September 2018 at 12.01am AEST and closes on Sunday, 30 September 2018 at 11.59pm AEST ("**Promotion Period**").
- 1.4. The winner will be randomly selected and announced on Friday, 5 October 2018 by computer generated draw. The winner will be contacted by email and their details published on the Seventh Bend Facebook page. There will be only one (1) winner and one (1) prize awarded. Skill does not play any part in determining the winner.

2. Conditions of Entry

- 2.1. To be eligible to enter this Promotion, an individual must be a resident of Australia and aged 18 years or over. Employees, directors and other representatives of the Promoter are ineligible.
- 2.2. There is a limit of one (1) entry per person, per purchase.
- 2.3. Incomplete entries may be deemed to be invalid at the discretion of the Promoter.
- 2.4. The Promoter is not responsible or liable for any attempted entries that are not received for any reason, illegible entries, incorrect transcription of entry information, technical failures of any kind in relation to entry to the Promotion, the unavailability of any service in relation to entry to the Promotion, third party interference and technical or human error in relation to the administration of the Promotion. Late entries will not be accepted.

3. How to Enter

- 3.1. To enter the Promotion, you must:
 - (a) sign a contract of sale (in the form to be provided by the Promoter) which is unconditional prior to Sunday, 30 September 2018 at 11.59pm AEST for a block of land at one of the following Lots within the Seventh Bend Estate in Weir Views, Victoria:
 - (i) Lot 626;
 - (ii) Lot 627;
 - (iii) Lot 640;



- (iv) Lot 641;
 - (v) Lot 642;
 - (vi) Lot 643;
 - (vii) Lot 645;
 - (viii) Lot 646;
 - (ix) Lot 648;
 - (x) Lot 649;
 - (xi) Lot 650;
 - (xii) Lot 652; or
 - (xiii) Lot 653; and
- (b) have completed the cooling off period under your contract prior to the draw on Friday, 5 October 2018.
- 3.2. For the avoidance of any doubt, an individual purchasing one of the Lots specified in clause 3.1(a) by way of a house and land package through a builder must fulfil all Terms and Conditions contained herein in order to enter the Promotion.
- 3.3. Provided that you meet the eligibility requirements specified in these Terms and Conditions, your name, address, telephone number and email address will be collected by Latitude Real Estate of Level 5, 507 St Kilda Road, Melbourne Victoria 3004 and you will be entered into this Promotion.
- 4. Prize**
- 4.1. The prize consists of one (1) Flight Centre Gift Card for the value of five thousand dollars \$5,000.00 ("**Prize**").
- 4.2. The Prize is subject to:
- (a) these Terms and Conditions; and
 - (b) the Flight Centre Terms and Conditions, which can be found at <https://www.flightcentre.com.au/gift-card-terms-and-conditions>.
- 4.3. The Prize is not redeemable for cash or exchange for any other goods or services and has no cash equivalent either express or implied.
- 4.4. The winner must engage with Flight Centre directly to use their prize.



- 4.5. The Promoter is not required to make any alterations to the Prize at the request of the winner.
- 4.6. The Prize is subject to availability. The Promoter reserves the right to amend, withdraw or substitute the Prize or any component of the Prize in the event of any unforeseen circumstances outside its reasonable control.
- 4.7. The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any bookings or transport in connection with the Prize.

5. General

- 5.1. If the Prize remains unclaimed for a period of four (4) weeks from the date the winner was announced the Promoter reserves the right to redraw a winner and award the Prize to the next eligible entrant ("**Substituted Winner**"). If the Substituted Winner does not claim the Prize within four (4) weeks from the date the Substituted Winner was announced, the Prize will be forfeited and no substitute offered.
- 5.2. To the extent permitted by law, the Promoter excludes all liability for any personal injury, loss or damage in any way arising as a result of entry or participation in the Promotion or receiving the Prize or any aspect of the Promotion or the Prize.
- 5.3. The Promoter expressly denies and excludes all representations about the Promotion or the Prize except as set out in these Terms and Conditions.
- 5.4. In order to accept the Prize, the winner and any travel companion/s must provide proof of identity and residency and must sign any legal documentation required by the Promoter, including any legal release and indemnity form.
- 5.5. The Promoter's decision is final and no correspondence will be entered into.
- 5.6. The Promoter is not responsible for any tax implications that may arise from receiving the Prize. Independent financial advice should be sought in relation to receipt of the Prize.
- 5.7. The Prize winner and any companion/s are responsible for ensuring that they have checked all relevant travel warnings and potential hazards with appropriate authorities in relation to travel.
- 5.8. Use of the Prize is subject to the terms and conditions of each individual component including but not limited to the terms and conditions of each relevant service provider of such component.
- 5.9. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any person who is in breach of these Terms and Conditions or has engaged in any improper conduct in connection with the Promotion in its absolute discretion.
- 5.10. By entering this Promotion, entrants agree to have their details entered on the Promoter's customer database and receive marketing material from the Promoter in all manners until they unsubscribe.



5.11. Entrants consent to the Promoter using their name, image and/or voice, including a photograph or recording, in any media for an unlimited period without remuneration for the purpose of promoting the Promotion, future promotions and/or the Promoter, in the event that they are the Prize winner.

5.12. The Promotion shall be governed by the laws of Victoria, Australia.