

SEVENTH BEND BIRTHDAY PROMOTION

TERMS AND CONDITIONS

1. The Promotion

- 1.1 By entering, or otherwise participating in, the Seventh Bend Birthday 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, 3 August 2019 at 12.01am AEST and closes on Sunday, 1 September 2019 at 11.59pm AEST ("**Promotion Period**").
- 1.4 There will only be ten (10) prizes awarded.

2. Conditions of Entry

- 2.1 To be eligible to enter this Promotion, an individual must be a resident of Victoria, Australia and aged 18 years or over. Employees, directors and other representatives of the Promoter are ineligible.
- 2.2 Incomplete entries may be deemed to be invalid at the discretion of the Promoter.
- 2.3 There is a limit of one (1) entry per person, per purchase.
- 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. Eligibility

- 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, 1 September at 11.59pm AEST for a block of land at one of the following lots within the Seventh Bend Estate in Weir Views, Victoria ("**Contract of Sale**") ("**Lot**");
 - i Lot 619;
 - ii Lot 655;
 - iii Lot 657;
 - iv Lot 658;
 - v Lot 659;
 - vi Lot 667;
 - vii Lot 668;
 - viii Lot 669;
 - ix Lot 679;
 - x Lot 682;
 - xi Lot 683
 - (b) have completed the cooling off period under the Contract of Sale prior to Sunday, 1 September 2019 at 11.59pm AEST;
 - (c) comply with all terms and conditions set out in the Contract of Sale at all times prior to settlement;
and

(d) complete settlement in accordance with the terms and conditions set out in the Contract of Sale.

3.2 For the avoidance of any doubt, an individual purchasing a Lot 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 For the avoidance of doubt, if there is more than one individual listed as the purchaser in the Contract of Sale, this is deemed to be one entry for the purpose of the Promotion.

4. Prize

4.1 Each prize consists of one (1) gift card for the value of fifteen thousand dollars (\$15,000.00) ("**Prize**"). The gift card provider and type of gift card will be chosen by the Promoter in its absolute discretion.

4.2 Subject to entrants satisfying all other terms of these Terms and Conditions, a Prize will be issued to the first ten (10) entrants to satisfy clauses 3.1(a) and 3.1(b) of these Terms and Conditions during the Promotion Period.

4.3 The Promoter will arrange for the Prize to be issued to each winner within 60 days of settlement of the relevant Contract of Sale.

4.4 The Prize is subject to:

(a) these Terms and Conditions; and

(b) the terms and conditions of the relevant gift card provider.

4.5 The Prize is not redeemable for cash or exchange for any other goods or services and has no cash equivalent either express or implied.

4.6 The Promoter is not required to make any alterations to the Prize at the request of a winner.

4.7 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.

4.8 The Promoter is not responsible for any expiration, cancellation, postponement, delay or rescheduling of any bookings or transport in connection with the Prize.

5. General

5.1 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.

5.2 The Promoter expressly denies and excludes all representations about the Promotion or the Prize except as set out in these Terms and Conditions.

5.3 In order to accept the Prize, a winner must provide proof of identity and residency and must sign any legal documentation required by the Promoter, including any legal release and indemnity form.

5.4 The Promoter's decision is final and no correspondence will be entered into.

5.5 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.

5.6 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.

- 5.7 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.
- 5.8 By entering this Promotion, entrants agree to have their details entered on the Promoter's customer database and receive marketing material from the Promotor in all manners until they unsubscribe.
- 5.9 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 a Prize winner.
- 5.10 The Promotion shall be governed by the laws of Victoria, Australia.