

PO Box 3099 RHODES NSW 2138

Ph: 02 8765 5500 Fax: 02 8765 8099 DX 23814, Strathfield Exchange www.rawsonhomes.com.au

CREATE YOUR OWN MAGICAL MOMENTS WITH DE'LONGHI Win A Coffee Machine Promotion

Terms & Conditions

Information on how to enter and the prize form part of these Terms and Conditions.

Participation in this promotion is deemed acceptance of these Terms and Conditions.

Acceptance of these Terms and Conditions is a condition of entry.

Promotion commences 9am AEST on 27 August 2018 and ends 5:00pm AEST on 30 September 2018 ("Promotional Period").

Eligibility

- 1. Entry is open to all Australian residents aged eighteen (18) years or over. Employees of the Promoter (and their immediate families) and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 2. To enter, each entrant must during the promotion period visit Rawson Homes Microsite www.aplacetobeyourself.com.au and complete an entry form (also known as a "Book a Consultation" form) including the provision of these valid details: first name, last name, email address, phone, postcode, date of birth (optional), where would you like to meet (i.e. what display location you want to visit), select a date (i.e. the date you intend to visit the display location), select a time (i.e. the time you intend to visit the display location).
- 3. Entries must be received by the Promoter (i.e. Rawson Homes) during the Promotion Period. Entries received after the close of the Promotion Period will not be accepted.
- 4. Entries must be booked via the Rawson Homes Microsite www.aplacetobeyourself.com.au between 9am AEST on 27 August 2018 and 5:00pm AEST on 30 September 2018, inclusive and entrants must attend their scheduled appointment with a Rawson Homes consultant before 31 October 2018 to be eligible for the promotion.
- 5. Limit of one (1) entry per person will be accepted. Multiple entries will be void.
- 6. Limit of one (1) winner.

Prize Details

- 1. One (1) winner will receive one (1) x De'Longhi Fully Automatic Coffee Machine: Prima Donna Elite Experience ECAM 650.85.MS only (Prize).
- 2. The total RRP value of the prize pool is \$3,199 AUD.
- 3. The prize excludes any accessories as pictured in the image, such as coffee, coffee beans, milk, mugs, cups, glasses etc.



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- 4. Any change to the value of the prize occurring between the date of these Terms and Conditions and the date the prize is claimed is not the responsibility of the Promoter.
- 5. Prizes are not transferable or exchangeable and cannot be taken as cash.

How will the entries be drawn?

- 1. Simply register and attend your consultation to be in the draw to win. Winner will be selected from the pool of entrants at 5:00pm on 12 November 2018.
- 2. The winner will be selected through a computer generated draw from Random.org and the first [1] valid entry to be randomly drawn will receive the Prize.
- 3. The draw will take place at Building F, Level 2, Suite 1, 1 Homebush Bay Drive, Rhodes NSW, 2138.
- 4. Winners will be notified by phone and email by 5:00pm on 16 November 2018.
- 5. The winner may be announced via social media on the Rawson Homes Facebook page or Instagram or via email marketing. However the winner's surname will not be disclosed for privacy purposes.
- 6. The prize will be delivered to the winners directly, and/or available for the winner to pick up from the Rawson Homes Head Office (1 Homebush Bay Drive, Building F, Level 2, Suite 1 Rhodes NSW 2138) or from one (1) of the Rawson Homes display locations.
- 7. If a winner cannot be contacted and/or the prize not claimed within three (3) months of selection, being 1 February 2019, their entry will be deemed invalid and the prize will be redrawn.
- 8. In the event of a redraw, the prize will be drawn on the 15 February 2019 at Building F, Level 2, Suite 1, 1 Homebush Bay Drive, Rhodes NSW, 2138, and notified by phone or email by 5.00pm on 18 February 2019. The re-draw winner will be selected through a computer generated draw from Random.org and the first [1] valid entry to be randomly drawn will receive the Prize.
- 9. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

Entries

- 1. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 2. Incomplete or indecipherable entries will be deemed invalid.
- 3. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 4. The Promoter's decision in relation to all aspects of the promotion is final and no correspondence will be entered into.



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- 5. All entrants consent to the Promoter using their name, likeness, image, voice and/ or entry (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 6. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 7. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 8. Quality control errors will not invalidate an otherwise valid prize claim.
- 9. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; or (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter.
- 10. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will use, and handle PI as set out in its Privacy Policy, which can be viewed at http://rawsonhomes.com.au/privacy outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants who do not wish to receive direct marketing from the Promoter in the future may opt out of receiving such communications at any time by following



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the opt out instructions in the relevant communication. The Privacy Policy also contains information about how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

- 11. In the event of a dispute regarding the interpretation of these Terms and Conditions, the decision of the Promoter's marketing team will be final.
- 12. The Promoter is Rawson Homes Pty Ltd ABN 67 053 733 841, Building F, Level 2, Suite 1, 1 Homebush Bay Drive, Rhodes NSW, 2138. Builders Lic No. NSW 33493C. ACT 19936252B. NSW Permit Number LTPS/18/27441 ACT Permit Number LP 18 01717.