

Win a stay in a stylish weekend away, for two! | Terms & Conditions

Information on how to enter and the prize(s) 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 at 9am AEST Saturday 26th October 2019 and ends on 5pm AEST on Sunday 10th November 2019 ("Promotional Period").

Eligibility

- 1. Entry is open to all NSW and ACT residents aged eighteen (18) years or over. Entrants in regions outside the NSW and ACT, and under age eighteen (18) will be disqualified. 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 take a photo in a Rawson Homes Marsden Park display home, post it on Instagram or Facebook, tag @rawsonhomes, hashtag #rawsonhomesmarsdenpark, and tell us in 25 words or less "which home you love and why it's perfect for your family"* (from Saturday 26th October 2019 at 9am AEST).
- 3. The Prize will be sent to the winner within NSW or ACT ONLY. Residents must have an address within the NSW or ACT the prize can be delivered to.
- 4. Entries will be judged by a member of the Promoter's marketing team, and the winner will be contacted via Instagram or Facebook direct message.
- 5. Contestants may enter as many times as they like.

Prize Details

- 1. One (1) winner will receive the following prize.
- Gift Voucher for 'Bannisters Port Stephens', \$2000.00 AUD RRP
- 2. The total RRP value of the prize pool is \$2000.00 AUD.
- 3. Any change to the value of the prizes occurring between the date of these terms and conditions and the date the prizes are claimed is not the responsibility of the Promoter.
- 4. Prizes are not transferable or exchangeable and cannot be taken as cash. All aspects of the prize must be taken together as a package.
- 5. Terms and conditions for the Bannisters Gift Card apply:
 - All Gift Certificates are valid for 3 years from date of purchase and can be redeemed across the location purchased including accommodation, and Rick Stein at Bannisters

- Requests to transfer vouchers between Mollymook and Port Stephens can be emailed to info@bannisters.com.au
- Gift Certificates are non-transferable or redeemable for cash.

How will the entries be drawn?

- 1. This is a game of skill, each entry will be judged on creativity and ingenuity. Based on these criteria a judge will deem the most interesting and inspiring entry and a winner will be selected from the pool of entrants by Monday 5pm AFST 11th November 2019
- 2. Winners will be notified by Instagram or Facebook direct message by 5pm AEST on Monday, 11th November 2019.
- 3. If a winner/s cannot be contacted within three (3) months of judging, being 3rd Febuary 2020, their entry/s will be deemed invalid and the prize is forfeited. In the event a prize/s is/are forfeited, the Promoter is under no obligation to redraw the prize.
- 4. The judge's decision is final and no correspondence will be entered into regarding their decision.
- 7. If any prize (or part of any prize) within the total prize pool 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.

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. 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.
- 4. 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.
- 5. 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.
- 6. Quality control errors will not invalidate an otherwise valid prize claim.

- 7. 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.
- 8. 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.
- 9. 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 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.
- 10. In the event of a dispute regarding the interpretation of these Terms and Conditions, the decision of the marketing team will be final.
- 11. 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. ABN 67 053 733 841.